



FULTON COUNTY

Vision

People Families Neighborhoods

Mission

*To serve, protect and govern in concert with
local municipalities*

Values

*People Customer Services
Ethics Resource Management
Innovation Equal Opportunity*

REQUEST FOR PROPOSAL NO. 07RFP55753A-CJC

**Comprehensive Operation and Maintenance Services for
Juvenile Court, Mechanicsville Library
and Medical Examiner's Office**

For

GENERAL SERVICES DEPARTMENT

RFP DUE DATE AND TIME: Thursday July 26, 2007 at 11:00 A.M.

RFP ISSUANCE DATE: June 26, 2007

PURCHASING CONTACT: Charlie Crockett, 404-730-5807

E-MAIL: charlie.crockett@fultoncountyga.gov

**LOCATION: FULTON COUNTY DEPARTMENT OF PURCHASING &
CONTRACT COMPLIANCE
130 PEACHTREE STREET, S.W., SUITE 1168
ATLANTA, GA 30303**

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SECTION 1 INTRODUCTION

1.1 DESCRIPTION OF THE PROJECT

Fulton County, Georgia ("County") is seeking qualified firms with demonstrated experience in providing facility operation maintenance services. This project involves management, supervision, labor, materials, supplies, spare parts, tools, equipment, scheduling and coordination necessary for the effective and economical operation, preventive maintenance, predictive maintenance, corrective/repair maintenance and approved work projects for the facility grounds and building systems.

Proposals provided in response to this RFP that comply with the submittal requirements set forth in Section 4.0, including all forms and certifications, will be evaluated in accordance with the criteria and procedures described in Section 5.0. Based on the results of the evaluation, the County will award the **07RFP55753A-CJC, Comprehensive Operation and Maintenance Services for Juvenile Court, Mechanicsville Library and Medical Examiners Office** to the most advantageous Proposer based on the cost and the evaluation factors set forth in the RFP.

1.2 PURCHASING THE RFP

This document and supporting documents can be downloaded at the Fulton County Website, <http://www.fultoncountyga.gov> under "Bid Opportunities".

1.3 PRE-PROPOSAL CONFERENCE/ MANDATORY WALK-THROUGH

The County will hold a Pre-Proposal Conference, on **Thursday July 12, 2007 at 10:00 A.M.** in the Training Room at the Judge T. Powell Juvenile Justice Center located at 395 Pryor St. S.W., Atlanta, Georgia 30303. Attendance at the Pre-Proposal Conference is voluntary for responding to this RFP, however Proposers are encouraged to attend. The purpose of the Pre-Proposal Conference is to provide information regarding the project and to address any questions and concerns regarding the services sought by the County through this RFP.

The conference will be followed by a **mandatory walk-through** of the facilities identified in this RFP. This will be the only walk-through opportunity before submitting proposals.

FAILURE TO ATTEND THIS WALK THROUGH WILL RENDER THE PROPOSER INELIGIBLE FOR CONSIDERATION, EVEN IF THE VENDOR SUBMITS A PROPOSAL.

If the Proposer wants to review facility construction documents/drawings for any of the facilities, they may at the time of the mandatory walk through make a request for document review.

All requests for reviewing any and all facility drawings must be made in writing to the contact person identified in this RFP document. Due to security and other reasons, drawings can not be duplicated or released. They must be reviewed on-site, in the presence of county staff.

1.4 PROPOSAL DUE DATE

All proposals are due in the Department of Purchasing and Contract Compliance of Fulton County located in the Public Safety Building, Suite 1168, 130 Peachtree St, S.W., Atlanta Georgia 30303 on or before **July 26, 2007 at 11:00 A.M.**, legal prevailing time. All submitted proposals will be time and date stamped according to the clock at the front desk of the Fulton County Department of Purchasing and Contract Compliance. Any proposals received after this appointed schedule will be considered late and subject to be returned unopened to the Proposer. The proposal due date can be changed only by addendum.

1.8 DELIVERY REQUIREMENTS

Any proposal received after the above stipulated due date and time will not be considered and will be rejected and returned. It shall be the sole responsibility of the Proposer to have his/her proposal delivered to the Fulton County Department of Purchasing and Contract Compliance for receipt on or before the above stipulated due date and time. If a proposal is sent by U.S. Mail, the proposer shall be responsible for its timely delivery to the Department of Purchasing and Contract Compliance.

1.9 CONTACT PERSON AND INQUIRIES

Any questions or suggestions regarding this RFP should be submitted in writing to the Purchasing Department contact person, Charlie Crockett, Assistant Purchasing Agent, 130 Peachtree Street, S.W. Suite 1168, Atlanta, GA 30303; e-mail charlie.crockett@fultoncountyga.gov ; phone 404-730-5807; fax 404-893-1737. Any response made by the County will be provided in writing to all Proposers by addendum. No verbal responses shall be authoritative.

SECTION 2

INSTRUCTIONS TO PROPOSERS

2.1 PROCUREMENT PROCESS

The procurement will be on a formally advertised basis. All technical requirements, unless otherwise specified, must be met, or be capable of being met by the Proposer or their proposal will be disqualified as being non-responsive.

2.2 CONTRACT DEFINITIONS

In addition to any other terms that may be defined in this solicitation, the following terms have the following meaning:

Addendum – Revision to the RFP documents issued by the County prior to the receipt of proposals.

Agreement – refers to the executed contract between the County and Contracting Entity.

County – Fulton County Government and its authorized representatives.

Contact Person – Purchasing staff designated by the Fulton County Department of Purchasing and Contract Compliance to submit any questions and suggestions to.

Offeror – the entity of individual submitting a proposal in response to this RFP.

Owner – Fulton County Government

Proposal – the document submitted by the offeror in response to this RFP.

Proposer – the entity or individual submitting a proposal in response to his RFP.

Scope of Work – All the services specified, indicated, shown, or contemplated by the Contract, and furnishing by the Contractor of all materials, equipment, labor, methods, processes, construction and manufacturing materials and equipment, tools, plants, supplies, power, water, transportation and other things necessary to complete such services in accordance with the Contract.

2.3 NO CONTACT DURING PROCUREMENT PROCESS

It is the policy of Fulton County that the evaluation and award process for County contracts shall be free from both actual and perceived impropriety, and that contacts between potential vendors and County officials, elected officials and staff regarding pending awards of County contracts shall be prohibited.

- A. No person, firm, or business entity, however situated or composed, obtaining a copy of or responding to this solicitation, shall initiate or continue any verbal or written communication regarding this solicitation with any County officer, elected official, employee, or designated County representative, between the date of the issuance of this solicitation and the date of the County Manager's recommendation to the Board of Commissioners for award of the subject contract, except as may otherwise be specifically authorized and permitted by the terms and conditions of this solicitation.
- B. All verbal and written communications initiated by such person, firm, or entity regarding this solicitation, if same are authorized and permitted by the terms and conditions of this solicitation, shall be directed to the Purchasing Agent.
- C. Any violation of this prohibition of the initiation or continuation of verbal or written communications with County officers, elected officials, employees, or designated County representatives shall result in a written finding by the Purchasing Agent that the submitted bid or proposal of the person, firm, or entity in violation is "non-responsive", and same shall not be considered for award.

2.4 CLARIFICATION & ADDENDA

Proposers may submit requests for clarifications or interpretations regarding this RFP and the Contract. Proposers must prepare such requests in writing for the County's consideration as set forth in this section of this RFP. While the County has not placed an initial limitation on the number of requests which can be submitted, Proposers are cautioned that if Proposers do not request meaningful clarifications or interpretations in an organized manner (e.g., limited frequency of requests), the County will set restrictions on the frequency and number of requests permitted. The County will not respond to requests, oral or written, received after **July 19, 2007 at 5:00 PM**, local prevailing time. Proposers are advised that this section places no obligation on the part of the County to respond to any or all requests for clarification or interpretation, and that the County's failure to respond to any such request will not relieve the Proposer of any obligations or conditions required by this RFP.

Requests for clarification or interpretation regarding this RFP shall only be submitted in writing (letter, fax or email) to:

Fulton County Department of Purchasing and Contract Compliance

Attn: Charlie Crockett

Public Safety Building

130 Peachtree Street S.W. Suite 1168

Atlanta GA 30303

Email: charlie.crockett@fultoncountyga.gov

F: 404-893-1737

RE: 07RFP55753A-CJC, Comprehensive Operation and Maintenance Services for Juvenile Court, Mechanicsville Library and Medical Examiners Office

All responses to written requests for clarification, interpretation, or additional information will be distributed as addenda to this RFP to all persons registered with the County to have received a copy of the RFP.

No oral interpretation, instruction, or information concerning this RFP given by any employee or agent of the County shall be binding on the County. Proposers who submit a Proposal in reliance on any such oral information risk having their response to this RFP deemed non-responsive by the County. Only written responses issued by addendum to this RFP should be considered by the Proposers.

During the period provided for the preparation of Proposals, the County may issue addenda to this RFP. These addenda will be numbered consecutively and will be distributed to those who have been issued a copy of this RFP. Additionally, the addenda will be posted on the Fulton County website, www.fultoncountyga.gov. These addenda will be issued by, or on behalf of, the County and will constitute a part of this RFP. Each Proposer is required to acknowledge receipt of each addendum by submitting an executed acknowledgment form. This acknowledgment shall include all addenda distributed prior to the Proposal Submission Date. All responses to this RFP shall be prepared with full consideration of the addenda issued prior to the Proposal Submission Date.

2.5 TERM OF CONTRACT

The initial term of the contract shall be for a one (1) year from the Notice to Proceed. The County reserves the right to renew this contract for two (2), one (1) year renewal periods, pending availability of departmental appropriated funding, approval of the Board of Commissioners and satisfactory vendor performance.

2.6 REQUIRED SUBMITTALS

See **Exhibit 1** for the Required Submittal Checklist. This checklist will assist you to ensure that all required submittals are submitted. Failure to submit all required submittals may deem your proposal non-responsive.

2.7 PROPOSAL EVALUATION

All proposals will be evaluated using the criteria specified in Section 4 of this RFP. Selection will include an analysis of proposals by a selection committee composed of three/two members from General Services Department and one/two Purchasing Staff who will review the proposal submittals in accordance with the submittal requirements and the evaluation criteria set forth in Section 4 of this RFP. The committee may request oral interviews and/or site visits.

2.8 DISQUALIFICATION OF PROPOSERS

The submission of more than one (1) proposal to the County as the primary Proposer or member of a joint venture for the same work by and individual firm, partnership or corporation under the same or different names may be considered as sufficient for disqualification of a Proposer and the rejection of the proposal.

2.9 RESERVED RIGHTS

The County reserves the right to accept or reject any and/or all proposals, to waive irregularities and technicalities, and to request resubmission. Any sole response that is received may or may not be rejected by the County depending on available competition and timely needs of the County. There is no obligation on the part of the County to award the contract to the lowest proposer and the County reserves the right to award the contract to the responsible proposers submitting responsive proposals with resulting agreements most advantageous and in the best interest of the County. The County shall be the sole judge of the proposals and the resulting agreements that are in its best interest and its decision shall be final. Also, the County reserves the right to make such investigation as it deems necessary to determine the ability of any proposer to perform the work or service requested. Information the County deems necessary to make this determination shall be provided by the proposer. Such information may include, but shall not be limited to, current financial statements by an independent CPA; verification of availability of personnel; and past performance records.

2.10 APPLICABLE LAWS

All applicable laws and regulations of the State of Georgia and ordinances and regulations of Fulton County shall apply. Protestors shall seek resolution of their complaints in the manner provided in the Fulton County Code of Laws §2-324 which is incorporated by reference herein.

2.11 MINIMUM PARTICIPATION REQUIREMENTS FOR PRIME CONTRACTORS

Pursuant to Fulton County Code 102-357, Prime Bidders on the project must perform no less than 51% of the scope of work required under the project.

2.12 INSURANCE AND RISK MANAGEMENT PROVISIONS

Insurance and Risk Management provisions and Indemnification and Hold Harmless provisions are outlined in Section 7 of this RFP.

2.13 ACCURACY OF RFP AND RELATED DOCUMENTS

The County assumes no responsibility that the specified technical and background information presented in this RFP, or otherwise distributed or made available during this procurement process, is complete or accurate. Without limiting the generality of the foregoing, the County will not be bound by or be responsible for any explanation or interpretation of the Proposal documents other than those given in writing as an addendum to this RFP.

Should a recipient of this RFP find discrepancies in or omissions from this RFP and related documents, the recipient of this RFP shall immediately notify the Purchasing Contact Person identified in Section 1.10 in writing at the following address: Fulton County Department of Purchasing and Contract Compliance, Public Safety Bldg, 130 Peachtree Street S.E., Suite 1168 Atlanta, GA 30303. A written addendum, if necessary, then will be made available to each recipient of this RFP.

2.14 RESPONSIBILITY OF PROPOSER

Each Proposer is encouraged to conduct all necessary investigations and review all available and relevant data and information, which are necessary in its judgment in order to assume this responsibility prior to the submittal of its Proposal. Proposers are reminded of Fulton County's **"No Contact During Procurement"** policy and may only contact the person designated by the RFP.

2.15 CONFIDENTIAL INFORMATION

If any Proposal contains technical, financial, or other confidential information that the Proposer believes is exempt from disclosure, the Proposer must clearly label the specific portions sought to be kept confidential and specify on what the exemption is based. The County, at its sole discretion and subject to applicable law, will determine whether such exemption applies. The County has sole discretion to make such determination regarding the disclosure of information, and by responding to this RFP, Proposers waive any challenge to the County's decisions in this regard. Marking all or substantially all of a Proposal as confidential may result in the Proposer being deemed non-responsive to this RFP.

Notwithstanding the foregoing, Proposers recognize and agree that the County, its staff, and its Consultants will not be responsible or liable in any way for any losses that the Proposer may suffer from the disclosure of information or materials to third parties.

2.16 COUNTY RIGHTS AND OPTIONS

This RFP constitutes an invitation to submit Proposals to the County. Without limitation or penalty, the County reserves and holds at its sole discretion, the following rights and options:

- This RFP does not obligate the County to select, procure or contract for any services whatsoever
- The County reserves the right to change or alter the schedule for any events associated with this procurement and, if required, notify the Proposers. A Proposer, by submitting a Proposal, agrees to be bound by any modifications made by the County
- All costs incurred by a Proposer in connection with responding to this RFP, the evaluation and selection process undertaken in connection with this procurement, and any negotiations with the County will be borne by the Proposer.
- The County reserves the right to reject all Proposals and components thereof to eliminate all Proposers responding to this RFP from further consideration for this procurement, and to notify such Proposers of the County's determination.
- The County may cancel this RFP without the substitution of another RFP and terminate this procurement at any time without any liability whatsoever.

- The County reserves the right to waive any technicalities or irregularities in the Proposals.
- The County reserves the right to eliminate any Proposer who submits incomplete or inadequate responses or is not responsive to the requirements of this RFP.
- The County may request Proposers to send representatives to the County for interviews and presentations.
- To the extent deemed appropriate by the County, the County may select and enter into discussion and negotiations with the Proposer(s) submitting Proposal(s), which are found to be reasonably susceptible for award.
- The County reserves the right to discontinue negotiations with any selected Proposer.
- The County reserves the right, without prior notice, to supplement, amend, or otherwise modify this RFP.
- All Proposals (other than portions thereof subject to patent or copyright protection) become the property of the County and will not be returned, and the County reserves the right to utilize all such information contained in the Proposals without further cost to the County
- The County may add to or delete from the Project Scope of Work set forth in this RFP.
- Any and all Proposals not received by the Proposal Submission Date shall be rejected and returned unopened.
- Neither the County, its staff, its representatives, nor any of its consultants or attorneys will be liable for any claims or damages resulting from the solicitation, collection, review, or evaluation of responses to this RFP.
- The County, including its representatives and consultants, reserves the right to visit and examine any of the facilities referenced in any Proposal and to observe and investigate the operations of such facilities.
- The County reserves the right to conduct investigations of the Proposers and their responses to this RFP and to request additional evidence to support the information included in any such response.

By responding to this RFP, Proposers acknowledge and consent to the rights and conditions set forth in this RFP.

2.17 COST OF PROPOSAL PREPARATION AND SELECTION PROCESS

Each Proposal, including preparation of all information required to be included in a Proposal pursuant to this RFP, shall be prepared at the sole cost and expense (including, but not limited to, engineering and legal costs) of the Proposer. In addition, the Proposer shall be solely responsible for all costs (including engineering and legal costs) incurred by such Proposer in connection with this selection process, including any costs incurred by the Proposer in any subsequent negotiations entered into in connection with developing the Proposal. There shall be no claims whatsoever against the County, its staff, or its consultants for reimbursement for the costs or expenses (including, but not limited to, engineering and legal costs) incurred during the preparation of the Proposal or other information required by this RFP or procurement process or in connection with the selection process or any negotiations.

2.18 TERMINATION OF NEGOTIATIONS

The County at its sole discretion may, at any time, to the extent permitted by Applicable Law, exclude a Proposer from further participation in any negotiation process if the County determines that such Proposer is failing to progress in the negotiations or if the terms of its Proposal are less advantageous than those of other Proposers and such Proposer is deemed to be no longer susceptible of selection. The County will give written notice of its decision to the Proposer, which shall be sent in writing, signed by the County.

2.19 WAGE CLAUSE

Pursuant to 102-391, Each Contractor shall agree that in the performance of the Contract he will comply with all lawful agreements, if any, which the Contractor had made with any association, union, or other entity, with respect to wages, salaries, and working conditions, so as not to cause inconvenience, picketing, or work stoppage.

2.20 ADDITIONAL OR SUPPLEMENTAL INFORMATION

After receipt of the submittals, the County will evaluate the responses, including the references, financial statements, experience and other data relating to the Respondent's qualifications. If requested by the Fulton County Department of Purchasing and Contract Compliance, Respondent's may required to submit additional or supplemental information to determine whether the Respondent meets all of the qualification requirements.

2.21 REPORTING RESPONSIBILITIES

The successful Proposer will report directly to the Central Area Manager, or designated representative of the department.

FULTON COUNTY DEPARTMENT OF PURCHASING AND CONTRACT COMPLIANCE

REQUEST FOR PROPOSAL (RFP) GENERAL REQUIREMENTS

07RFP55753A-CJC, Comprehensive Operation and Maintenance Services for Juvenile Court, Mechanicsville Library and Medical Examiner's Office

The following information pertains to the submission of a proposal to Fulton County ("County"), and contains instructions on how proposals must be presented in order to be considered. If specific conditions or instructions in the text of the Request for Proposal ("RFP") conflict with the General Requirements as listed here, those conditions or instructions in the RFP shall prevail.

1. Proposals submitted in response to the attached RFP must be formatted as specified in the RFP. Additional sheets, literature, etc., should be clearly identified.
2. The original and the required number of copies of the proposal must be returned to:

Fulton County Purchasing Agent
Fulton County Department of Purchasing and Contract Compliance
130 Peachtree Street, S.W., Suite 1168
Atlanta, Georgia 30303

3. The envelope in which the proposal is submitted must be sealed and clearly labeled with the RFP project name and number, due date and time, and the name of the company or individual submitting the proposal. Proposals must be received by the opening date and time shown on this RFP in order to be considered. The Purchasing Agent has no obligation to consider proposals which are not in properly marked envelopes. The Technical Proposal, Cost Proposal and Contract Compliance submittals shall be submitted in separate sealed envelopes. The inclusion of any cost information in the Technical Proposal may result in such proposal being rejected by the County.
4. Proposals received after the time and date specified will not be opened or considered.
5. By submitting a signed proposal, Offeror agrees to accept an award made as a result of the submission of the prices and terms contained in that proposal. Prices proposed must be audited by the Offeror to insure correctness before the proposal is submitted. Person signing the proposal is responsible for the accuracy of information in it. The specifications, provisions, and the terms and conditions of the RFP and proposal shall become a valid contract between Fulton County and the Offeror upon notice of award of contract in writing and/or issuance of a purchase order.

6. Any contract awarded as a result of this proposal, shall comply fully with all Local, State, and Federal laws and regulations.
7. Absolutely no fax proposals or reproduction proposals will be accepted, except that if multiple copies of the proposal are required, photocopies of the original may be submitted as the additional copies, provided that they are clearly marked as such.
8. Type or neatly print company name, as well as the full legal name and title of the person signing the proposal, in all appropriate places. The Offeror's signature must be executed by a Principal of the company duly authorized to make contracts and bind the company to all terms being proposed.
9. Proposals may be withdrawn upon receipt of a written request prior to the stated due date and time. If a firm seeks to withdraw a proposal after the due date and time, the firm must present a notarized statement indicating that an error was made, with an explanation of how it occurred. The withdrawal request must be accompanied by documentation supporting the claim. Prior to approving or disapproving the request, an opinion will be obtained from Fulton County's Legal Counsel indicating whether the firm is bound by its proposal.

Proposals for projects that are solicited pursuant to the Georgia Local Government Public Works Construction Law (O.C.G.A. § 36-91-1 et seq.) may be withdrawn as follows:

The County must advise Offerors in the request for proposals of the number of days that Offerors will be required to honor their proposals. If an Offeror is not selected within 60 days of opening the proposals, any Offeror that is determined by the governmental entity to be unlikely of being selected for contract award will be released from the proposal.

10. Show information and prices in the format requested. Prices are to be quoted F.O.B. destination, and must include all costs chargeable to the Offeror in executing the contract, including taxes. Unless otherwise provided in the Contract, Fulton County shall have no liability for any cost not included in the price. The Offeror shall provide Fulton County the benefit through a reduction in price of any decrease in the Offeror's costs by reason of tax exemptions based upon Fulton County's status as a tax-exempt entity.
11. Propose all items specified or indicate under each item what alternative is being proposed and why it should be considered in lieu of the original specification. Failures to indicate any exceptions shall be interpreted as the Offeror's intent to fully comply with the specifications as written. Conditional or qualified proposals (except as specifically allowed in the specifications) are subject to rejection in whole or in part.
12. Fulton County shall be the sole judge of the quality and the applicability of all proposals. Design, features, overall quality, local facilities, terms and other pertinent considerations will be taken into account in determining acceptability.

13. The successful Offeror must assume full responsibility for delivery of all goods and services proposed and agree to relieve Fulton County of all responsibility and costs for prosecuting claims.
14. The successful Offeror must assume full responsibility for replacement of all defective or damaged goods and/or performance of contracted services within thirty (30) days notice by the County of such defect, damage or deficiency.
15. The successful Offeror must assume full responsibility for providing warranty service on all goods, materials, or equipment provided to the County with warranty coverage. Should a vendor be other than the manufacturer, the vendor and not the County is responsible for contacting the manufacturer. The Offeror is solely responsible for arranging for the service to be performed.
16. The successful Offeror shall be responsible for the proper training and certification of personnel used in the performance of the services proposed.
17. The successful Offeror shall not assign, transfer, convey, sublet, or otherwise dispose of any contract resulting from the RFP or of any of all of its rights, title or interest therein without prior written consent of the Fulton County Board of Commissioners.
18. Proposals must contain references which reflect successful completion of contracts for the types of goods, materials, equipment, or services for which the vendor is submitting a proposal to the County. In instances where that does not apply, the proposal must contain a statement and supporting documentation demonstrating such expertise, knowledge, or experience to establish the vendor submitting the proposal as capable of meeting the demands of the proposal should an award be made to them.
19. Offerors submitting proposals may be required to furnish evidence that they maintain permanent places of business of a type and nature compatible with their proposal, and are in all respects competent and eligible vendors, able to fulfill the terms of the specifications. Fulton County may make such investigations as it deems necessary to determine the ability of the Offeror to perform such work, and reserves the right to reject any proposal if evidence fails to indicate that the proposed vendor is qualified to carry out the obligation of the contract and to complete the work satisfactorily.
20. By submitting a signed proposal, Offeror certifies that there has been no collusion with any other Offeror. Reasonable grounds for believing Offeror has an interest in more than one proposal will result in rejection of all proposals in which the Offeror has an interest. Any party to collusion may not be considered in future proposals for the same or similar work.
21. Upon notice of selection, the Offeror submitting the proposal is obligated to perform. Should a successful Offeror refuse to enter into a contract subsequent to an award, a penalty may be assessed and/or the Offeror may be found to be "non-responsible" in the future.
22. In case of default by the successful Offeror, Fulton County may procure the articles or services from another source and hold the successful Vendor responsible for any resultant excess cost.

23. Successful Offerors contract directly with the County and are the party or parties obligated to perform. Contracts may not be assigned and any failure to perform the Contract in accordance with the specifications will constitute a breach of contract and may result in an Offeror being found to be “non-responsible” in the future.
24. Invoice(s) must list each item separately and must show Fulton County’s purchase order number as well as the proper department and address to whom the service or product was provided.
25. Fulton County reserves the right to accept or reject any or all proposals, or any part thereof, and to waive any technicalities. Fulton County reserves the right to award a contract based on this RFP and the proposal(s) received (in whole or in part) to one or several Vendors.
26. Awards will not necessarily be based on cost alone. Other factors, as detailed in the RFP, will be considered in determining what proposal will be deemed to best meet the needs of Fulton County.
27. All proposals and bids submitted to Fulton County are subject to the Georgia “Open Records Act”, Official Code of Georgia, Annotated (O.C.G.A.) § 50-18-70 et seq.
28. All proposals and bids submitted to Fulton County involving Utility Contracting are subject to the Georgia law governing licensing of Utility Contractors, O.C.G.A. §43-14-8.2(h). The Utility Contractor License number of the person who will perform the utility work shall be written on the face of the bid envelope.
29. Prior to beginning any work, the successful Offeror shall furnish to Fulton County (for the contracting firm and for any subcontractors) a certificate from an insurance company showing issuance of Workers’ compensation coverage for the State of Georgia or a certificated from the Georgia Workers’ Compensation Board showing proof of ability to pay compensation directly.
30. It is the policy of Fulton County that the evaluation and award process for County contracts shall be free from both actual and perceived impropriety, and that contacts between potential vendors and County officials, elected officials and staff regarding pending awards of County contracts shall be prohibited.
 - A. No person, firm, or business entity, however situated or composed, obtaining a copy of or responding to this solicitation, shall initiate or continue any verbal or written communication regarding this solicitation with any County officer, elected official, employee, or designated County representative, between the date of the issuance of this solicitation and the date of the County Manager’s recommendation to the Board of Commissioners for award of the subject contract, except as may otherwise be specifically authorized and permitted by the terms and conditions of this solicitation.
 - B. All verbal and written communications initiated by such person, firm, or entity regarding this solicitation, if same are authorized and permitted by

the terms and conditions of this solicitation, shall be directed to the Purchasing Agent.

- C. Any violation of this prohibition of the initiation or continuation of verbal or written communications with County officers, elected officials, employees, or designated County representatives shall result in a written finding by the Purchasing Agent that the submitted bid or proposal of the person, firm, or entity in violation is “non-responsive”, and same shall not be considered for award.
- 31. Any Offeror intending to respond to this solicitation as a Joint Venture must submit an executed Joint Venture Agreement with this offer. This agreement must designate those persons or entities authorized to execute documents or otherwise bind the Joint Venture in all transactions with Fulton County, or be accompanied by a document, binding upon the Joint Venture and its constituent members, making such designation. Offers from Joint Ventures that do not include these documents will be rejected as being “non-responsive”.
 - 32. Any Offeror intending to respond to this solicitation must complete all of the Procurement Affidavit Forms provided in Section 5. Proposals that do not include these completed documents will be rejected as being “non-responsive”.

SECTION 3 PROPOSAL REQUIREMENTS

3.1 SUBMISSION REQUIREMENTS

3.1.1 Proposal Submission Date and Submittal Format

All Proposals, including all attachments, must be received by the County in a sealed package no later than **Thursday, July 26, 2007 at 11:00 A.M.** and must be addressed to:

**REQUEST FOR PROPOSALS RFP #07RFP55753A-CJC
Fulton County Department of Purchasing & Contract Compliance
Public Safety Building
130 Peachtree Street S.E. Suite 1168
Atlanta GA 30303**

The Proposal shall consist of a Technical Proposal, a Cost Proposal and all documents listed on the Required Submittal Checklist (Exhibit 1). The Technical Proposal shall include contractor information, technical information, business-related information, and any Technical Proposal forms requested. The Cost Proposal shall include the Cost Proposal Forms and any information describing the basis for pricing and must be separately, sealed, marked and packaged.

The required content of the Technical Proposal and Cost Proposal is further specified in this section of the RFP. The Proposal must be signed and acknowledged by the Contractor, including certain information to be provided under oath as required under applicable law, in accordance with the instructions herein and the various proposal forms.

THE TECHNICAL PROPOSAL, COST PROPOSAL, CONTRACT COMPLIANCE EXHIBITS AND FINANCIAL INFORMATION SHALL BE SUBMITTED IN SEPARATE, SEALED ENVELOPES OR PACKAGES. THE INCLUSION OF ANY COST INFORMATION IN THE TECHNICAL PROPOSAL MAY RESULT IN SUCH PROPOSAL BEING REJECTED BY THE COUNTY.

Each envelope or package shall be clearly marked as follows:

**REQUEST FOR PROPOSALS RFP#07RFP55753A-CJC
Comprehensive Operation and Maintenance Services for Juvenile Court,
Mechanicsville Library and Medical Examiners Office
[Technical or Cost Proposal]
Contractor's Name and Address**

3.1.2 Number of Copies

Contractors shall submit one (1) original and five (5) copies each of the Technical and Cost Proposals. Contractors shall submit one (1) original and two (2) copies of the Contract Compliance Exhibits. Contractors shall submit one (1) original of the Financial Information with the Technical Proposal marked "Original" and one (1) copy in a separate sealed envelope. All Proposals must be complete with all requested information.

3.2 OVERVIEW OF PROPOSAL REQUIREMENTS

Contractors shall submit Proposals in accordance with the content and format requirements set forth in this RFP. Proposals should be clearly organized and structured in a manner that allows materials included in the document to be located easily.

Each of the instructions set forth in this section must be followed for a Proposal to be deemed responsive to this RFP. In all cases, the County reserves the right to determine, at its sole discretion, whether any aspect of the Proposal meets the requirements set forth in this section. The County reserves the right to reject any Proposal, which in its judgment, does not comply with these Proposal submission requirements.

3.3 SCOPE OF WORK

The Facility Maintenance Contractor ("**FMC**") will provide all managerial, administrative and technical functions for the effective and timely accomplishment of the technical requirements described below. The scope of work includes all, but not limited to, Operation, Preventive and Predictive Maintenance and emergency services for the building and building systems in the facilities listed in **Exhibit 1, Details of Facilities**. The contractor shall be fully responsible for providing customer service, quality control and all other services listed herein.

A. Basic services shall include:

Please refer to **Exhibit 2, Building Systems and Equipment** for a complete listing of Building Systems and Equipment and the associated services covered by this contract.

1. Facilities Maintenance: day-to-day management
2. Operation and Maintenance of Electrical, Mechanical and HVAC Equipment
3. Architectural, Structural and Mechanical Maintenance of building including doors, windows and gate systems.
4. Carpet repair

5. Appliance repair including repair of kitchen and break room equipment. All equipment must have a Fulton County ID number attached. (Kitchen hood, water coolers, ice machines, refrigerators and micro wave ovens)
6. Roof and roof components
7. Plumbing and grease trap maintenance
8. Fire extinguishers
9. Fire alarm and Fire suppression system, including fire sprinklers
10. Exterior lighting including lighting in the parking lot.
11. Lock and locksmith services including security locks and electronic locks
12. Intrusion Alarm Systems
13. Any system not specifically excluded in B below.

B. Services not included:

1. Janitorial Services
2. Elevators and vertical transportation systems
3. Landscape Maintenance
4. Vector Control
5. Furniture, Office supplies
6. Networking and Telecommunication services
7. Personal computers (except those utilized in operations of building systems –i.e. security, fire alarm, life safety,)
8. Telephone systems
9. Inmate imaging and data collection system
10. Radio system
11. Medical equipment
12. Repairs to vandalized systems and components of building systems (see section 3.5.8)
13. Court Audio and video systems including CCTV

C. Services, Supplies, Materials and Equipment to be furnished by FMC

1. The FMC must furnish all tools, spare parts, direct and indirect material and man power required to perform work under this contract
2. All personnel working for the FMC in the facility must wear uniforms and identifying tags as outlined in Paragraph 3.3 (D) 12. If the FMC uses a vehicle on the premises, that vehicle shall have the FMC's name and/or company logo painted on the back and on each side of the vehicle.
3. General Services Department ("GSD") will be responsible for the payment for the supply of water, electricity and natural gas. However, if there is any interruption in the supply of any/all of the above utilities, the FMC will coordinate with the respective utility vendors and ensure early resumption of utilities.

4. All employees assigned to the facility under this contract must pass (1) a drug and alcohol test and (2) back-ground check conducted by GSD and the Sheriff department.

D. CONTRACT REQUIREMENTS

1. The successful Contractor will provide a full-time on-site Facility Maintenance Manager (**hereafter referred to as “FMM”**) who will be responsible to a Contract Administrator (“CA”) designated by the GSD
2. The FMM will be supported by qualified and experienced technicians exclusively assigned to these facilities for the duration of the contract
3. The FMC will provide a minimum of one (1) Facility Maintenance Manager, one (1) HVAC Technician, one (1) Plumber, and two (2) Building Mechanics on a full time basis. Qualifications for these positions are identified in Section 3.3 (E).
4. Since some of the facilities included in this scope of work have a 24/7 operation the Contractor must provide a Staffing Plan that shows the number of staff and their discipline for each shift. This Staffing Plan must address weekends, emergencies, holidays and natural disasters.
5. At least one (1) employee on each shift must be trained on the operation and emergency shut down of all fire protection and fire alarm systems.
6. All maintenance personnel assigned to this contract must be stationed in the facilities continuously during the term of the contract.
7. FMC shall not assign trainees to meet minimum staff requirements or rotate the staff among other business units that FMC may have.
8. All employees of the FMC will be required to comply with sign-in and sign-out procedures. GSD must have access to all records indicating the hours worked by each employee. The attendance and absence of personnel assigned must be recorded accurately and must be available for auditing by the GSD, CA or other authorized staff.
9. If any of the permanently assigned staff is absent for a day, part of a day or for a specific period, FMC must inform the CA immediately and provide information on the workload impact and any alternate staffing solution implemented.
10. All employees of the FMC must wear uniform with the company logo clearly visible from the front and must in addition wear General Services Department issued photographic identification badges at all times when on-site at any of the facilities. These badges are to be the official form of identification for all employees when on site and are

only to be issued by the General Services Department.

11. All full time contract employees must be on-site for a minimum of forty (40) hours in a week. All hours must be spent on site, except as otherwise agreed to by both CA and FMC. The contractor's schedule will be modified only upon the parties' mutual agreement.
12. The FMM will be responsible for ensuring that the contracted services and work provided, performed and completed are in compliance with the contract requirements and in a manner that is satisfactory, timely and acceptable to the County.
13. The FMM must have the authority to act on behalf of the FMC. All communications given to the FMM shall be as binding as if given to the FMC.
14. When the FMM is absent from the facility for a period of time four (4) hours and above during the work day, a senior staff member must be designated as acting FMM. The FMM should notify General Services and management of each facility as soon as possible when this absence occurs.
15. The FMM will be responsible for scheduling periodic walk through inspections and discussing non-performance issues with the FCA.
16. The FMM will be responsible for maintaining and submitting an accounting of all activities connected to facility maintenance for auditing purposes.
17. If sufficient expertise is not available within the maintenance organization to repair or maintain any of the systems or sub-systems within this Contract, the FMC will subcontract the task when needed or as directed by the CA.
18. The FMC must obtain prior written approval from the FCA or Central Fulton Area Manager for any of the following:
 - Changes to hardware and/or software settings of the building controls and automation.
 - Making any modifications/alterations to any mechanical, electrical or structural items in the buildings.
 - Making any changes in the security and lock systems related to inmate lock up, including making of additional keys.
19. Some of the building systems and components may be under warranty. The FMC shall acquaint himself with such warranty details and coordinate repair with the guarantor when warranty repairs do arise.

20. The FMC must use the existing Computerized Maintenance Management System (“CMMS”) and process and procedures to document all repair and maintenance activities (see Section 3.3 (H) for details). The FMC **shall not** use any other CMMS to document repair and maintenance activities.

E. CONTRACTOR QUALIFICATIONS

1. FMC (Facility Maintenance Contractor) must provide documentation to support compliance with all requirements under this section. The Contractor must have a minimum of five (5) consecutive years of facility maintenance experience, three (3) of which must be in a facility of size comparable to the facilities listed in Appendix 1.
2. The FMM (Facility Maintenance Manager) must have at least seven (7) years of experience, with at least four (4) recent years in maintaining a facility of size comparable to the facilities listed in Appendix 1.
3. HVAC Technician must have training obtained from the National Institute for Certification in Engineering and Technology (NICET) or from an equivalent institution, or from a manufacturer of HVAC equipment and, in addition, must possess universal certification under EPA mandatory technician certification as required by 40 CFR Part 82, Subpart F.
4. HVAC Technician must have at least five (5) years of demonstrated experience in maintaining, repairing and troubleshooting HVAC equipment in a large commercial or industrial building.
5. HVAC Technician must be competent in troubleshooting the HVAC control system based on the data provided by the Building Automation System
6. Plumbers assigned must be trained, licensed by the State of Georgia, and experienced in large building systems.
7. The Plumbers must have 5 (five) years experience in installation and repair of plumbing systems, including back-flow prevention and grease trap maintenance, in large commercial or industrial buildings.
8. The Building Mechanics assigned must have training in an industrial training institution in one (1) or more trades like carpentry, masonry, steel working, millwright etc. or equivalent experience.
9. Building Mechanic must have at least five (5) years experience in a large commercial or industrial building.

10. Building Mechanic must have knowledge in identifying problems related to building systems, especially carpentry, wood working, doors and windows, and locks smith.
11. Technician responsible for maintenance of Fire Protection system as required in Section 3.3 (D) 7 must possess NICET Level 2 certification in Inspection and Testing of water based systems.
12. Maintenance and/or repair of security cameras, Court Audio and Video Systems including CCTV are not part of this contract. The FMC is responsible to provide power supply for installation of Security and/or surveillance cameras when required.

F. HOURS OF OPERATION

Normal hours of operation for the facilities covered by this RFP are as follows:

Judge Romae T Powell Juvenile Justice Center:

Considered as 24 Hrs a day and 7 days a week operation

Medical Examiner's Office:

Considered as a 24 hrs a day and 7 days a week operation

Mechanicsville Library: 10:00 AM – 8:00 PM Mondays and Wednesdays
 10:00 AM - 6:00 PM Tuesday
 12 Noon – 6 PM Thursdays, Fridays and Saturdays
 Closed on Sundays

1. Maintenance services must be provided 24 hrs a day 7 days a week for Juvenile Court and Medical Examiner's Office.
2. FMC must keep sufficient number of technicians on duty for continuous coverage of all the facilities during the operating hours of each facility for the Monday through Friday schedule. For Saturday, Sunday and Holiday schedules, the FMC must provide sufficient staff to provide the required level of services.
3. In addition to this basic requirement the FMC must respond to any technical requirement by employing on-call technicians who can respond to emergency situations within sixty (60) minutes (see Section 3.3 (G) 7 & 3.3 (G) 8).
4. The response to on-call is a part of the contract and will not be considered eligible for charge back, over time or sub-contractor surcharges.
5. The Holidays applicable will be those applicable to the County. FMC

will be provided a list of holidays recognized for the year, at the beginning of the contract period.

G. SERVICE CALLS

A Service Call is any report of a facility or maintenance concern or problem that is received by the General Services Customer Service Center or communicated directly to the FMC for action.

1. Service Calls requiring less than three (3) hours of labor and no more than \$200.00 in parts and materials will be considered routine maintenance repairs.
2. The FMC will be required to record all service request received directly from clients to the Customer Service Center or into the CMM used by General Services.
3. The FMC will establish an after hours phone number to receive service request calls between the hours of 7PM and 7AM. The FMC will also designate on call personnel to respond within two (2) hours for all emergency service calls requiring after hour attention.
4. Service call ranking:
 - a. Emergency calls are those which indicate problems, and concerns with the life, safety and security of the facility and its operational systems. These calls should be responded to within sixty (60) minutes of receiving the call.
 - b. High Priority Calls are those which indicate problems and concerns that if not corrected will obstruct, or limit the normal operations and function of the facility such as a reduction in operation time of facility, access restrictions or environmental discomfort. Priority calls should be responded to within 24 hours.
 - c. Scheduled Calls are those which are routine maintenance issues that are the results of normal wear and disrepair.

H. COMPUTERIZED MAINTENANCE MANAGEMENT

The CMM System currently used by GSD is TM2, licensed by FKW Technologies, Oklahoma City.

1. FMC will create a work request for all maintenance work initiated by the FMC or initiated by the customer.

2. When work is completed the FMC must enter the date and time the work was completed, name of those who worked on the job, duration of work and final result of the repair/maintenance job into the CMMS.
3. FMC must schedule all Preventive and Predictive Maintenance tasks (PPM) in to the system within two (2) months of commencement of contract. PPM program must be followed up using the CMMS and proper record must be maintained for audit purpose.
4. Complying with the procedural requirements of CMMS is an essential part of the Contract and any failure to comply shall lead to termination of contract.

I. OPERATIONAL REQUIREMENTS

1. Comprehensive maintenance: The recurring day-to-day, periodic, or scheduled work required to preserve, repair and/or restore the facility and equipment to a condition such that it may be effectively utilized for its designated purpose.
2. Repair – This is work classified as that effort required for restoring equipment, or systems, to a proper working condition.
3. The FMC is responsible for all routine and non-routine repairs up to a maximum of \$2,500.00 with no reimbursement.
4. Where estimated repairs are greater than \$2,500.00 but less than \$10,000.00. General Services reserves the right to contract these services through a General Services outsource contractor. The FMC will remain responsible for \$2,500.00 of the cost.
5. The FMC must be prepared to perform any repair/replacement where the cost of labor, equipment, parts and materials is expected to exceed \$ 10,000. The FMC will **not** be responsible for the first \$2,500 in this case. GSD reserves the right to have these types of services performed by other sources.
6. In cases where equipment, or system, are beyond their useful life, the County will reimburse the FMC for the replacement costs, provided the FMC was not negligent in upkeep of the equipment or system in question.
7. In all such cases, the County, and FMC, must have agreed to the procedure and costs prior to the work being carried out.
8. These charges as agreed must be billed, in detail, indicating the material and labor cost separately.

9. All replacement items must be identified, and listed, in a separate section entitled “beyond useful life equipment or systems replacement report”. For future referral and/or reference, an appropriate reference must also be reflected within the personal Computer Based Maintenance Management System. (CMMS)
10. Labor - is the manpower required, and associated costs, covered under the comprehensive maintenance services contract between the FMC and Fulton County. This is to include, but is not limited to, the manpower required for preventive and predictive work. This is also to include the process needed to provide the recording, record keeping, and reporting process of this task.
11. Plant Operation: The process of carrying out the necessary procedures, including manual control, attendance, and supervision, to affect the performance of the designed function of the facility and equipment. This is also to include the process needed to provide the recording, record keeping, and reporting process of this task.
12. Requisitioned Services: Other non-designated maintenance services that may be required for plant operations, including the renovation, alteration, or building modification, authorized in writing by the county, before the work begins.

J. OPERATIONAL REQUIREMENTS: PARAMETERS FOR OPERATION

Building systems must be operated in an energy efficient manner to provide the following environmental conditions:

1. Temperatures will be maintained based on seasonal parameters determined by the GSD's Project Manager.
2. Outside air will be used to the maximum during moderate seasons based on outside temperature and humidity conditions.
3. During working hours in periods of heating and cooling provide ventilation in accordance with ASHRAE Standard 62, “Ventilation for acceptable Indoor Air quality” where physically practical. Where not physically practical, provide maximum allowable ventilation and pursue opportunities to increase ventilation to current standards of ASHRAE.
4. Domestic hot water will be provided at 105 degrees F at point of use.
5. Lighting system shall be maintained to achieve the following minimum levels during occupancy:

- a. Public areas within the building – 10 foot-candles
- b. Normal workstations – 50 foot-candles
- c. Reading areas – 100 foot-candles
- d. General work areas – 50 foot-candles
- e. Court rooms – 200 foot-candles
- f. Storage areas – 10 foot-candles

Lighting necessary for safety and security shall remain on during hours of non-occupancy. All other lights shall be turned off during hours of non-occupancy.

- 6. While re-lamping, FMC will replace existing fluorescent tubes, compact fluorescent lamps and ballasts with lights and ballasts of like wattage and design. Maximum wattage of fluorescent lamps shall not be more than 32 watts.
- 7. FMC must dispose of damaged fluorescent lamps and ballasts in accordance with EPA regulations for disposal of environmentally hazardous material.
- 8. All electric motors considered for replacement shall meet NEMA MG specification and shall satisfy NEMA MG -10 and NEMA MG -11 efficiency ratings.
- 9. Ventilators shall be adequately filtered during hours of occupancy to assure a safe and healthy environment.
- 10. Running tests of any equipment shall be performed only if:
 - a. Such a test will not cause interruption in the operation of the facility
 - b. Such tests will not cause any breach of security
 - c. Such tests will not cause an increase in the monthly demand cost.
- 11. Environmental conditions in special areas, like the library, laboratory and computer rooms, shall be maintained to meet the functional requirements of the space. This includes, but is not limited to, maintenance of negative pressure and use of HEPA filters in medical isolation areas.
- 12. Maintenance and Operation activities are further governed by the conditions given in the applicable EPA/ASHRAE/NFPA publications. A list of applicable publications is given as **Exhibit 3, Standards of Operations.**

K. PREVENTIVE MAINTENANCE REQUIREMENTS

- 1. The FMC shall develop and implement the Preventive Maintenance (PM) program in coordination with the GSD for each equipment

identified for PM. The PM program shall include all, but not be limited to, periodic inspection, testing, cleaning, lubrication, adjustment, filter cleaning and replacement and necessary parts and repairs to keep the equipment and systems in optimum operating condition

2. A comprehensive PM program, taking into consideration the manufacturer's recommendations, must be finalized in consultation with the representatives of GSD within one (1) month of date of issue of Notice to Proceed.
3. Any failure in accomplishing PM targets will adversely affect the performance evaluation for that period.

The following types of equipment, listed in **Exhibit 2, Building Systems and Equipment List** have been identified by the GSD for carrying out PM. The FMC will verify the equipment installed and identify any equipment requiring PM that has not been identified by GSD. Equipment thus identified by the FMC will be submitted to GSD for inclusion in the maintenance contract as a change order.

1. **Chillers**

(a) Monthly preventive maintenance checks on gauges, temperature and motor conditions. FMC shall replace filters, belts and other components that wear, at this time.

(b) Annual maintenance of chillers must be undertaken by a FMC/agency authorized carry out such work by the manufacturers. The FMC may perform the annual maintenance of the chillers if the personnel performing the maintenance have documented training and at least five (5) years of experience in overhauling chillers of size equal to or larger than the size of chillers installed in the Juvenile Court.

(c) Annual maintenance of chillers will include opening the vessel, cleaning the tubes, testing the oil and refrigerant, checking and megging the motors, calibrating protective relays and reporting the results. Eddy current and vibration tests are required every two years.

(d) FMC will provide GSD with detailed reports during and after the annual maintenance. Any modification in the wiring, set up and assembly — including plugging leaking tubes in the chiller — shall be strictly subject to approval by GSD.

2. **Air Handling Units, Fan Coil Units and Air Terminal Units**

Inspection and maintenance will be performed once every three (3) months in accordance with procedures recommended by the

manufacturer, or as specified in the Task sheets prepared by the GSD. The FMC must conduct monthly inspection of all condensate drip pans to ensure that they drain properly. The filters must be changed on the same schedule, every three (3) months

3. **Cooling Towers**

Cooling towers shall be cleaned prior to commencement of cooling season. Cooling fans, circulation pumps and drive gear and shafts and bearings must be checked and re-greased every six (6) months per GSD task sheet or manufacturer recommendation.

4. **The HEPA filters** shall be inspected every month. The pre-filters shall be replaced every three months. HEP filters shall be replaced every six months

5. **Boiler/Water Heater/Furnace**

Boilers/Water Heaters are required to be checked at every month for operational readiness. These must be serviced once every three (3) months per manufacturer recommendations/GSD task sheets

6. **Walk-in Coolers/Freezers**

Performed once in every three (3) months and must include all tasks included in the task sheets.

7. **Generators**

All stand-by generators are required to be tested for operational readiness once a week. The tests shall be done in conjunction with UPS where installed. Generators and UPS systems where installed must, further, be checked once in every six (6) months. The checks must include condition of belts, cooling system, lubricating system and control system and other maintenance activities followed in the industry. The maintenance must include all tasks recommended by the manufacturer and described in GSD task sheets

(a) Standby Generators must be tested with full emergency building load at least once in a six (6) month period. Such test shall be done only coordinating with the Contract Administrator.

8. **Fire System: Alarm and Sprinklers**

(a) The General Services Department will outsource to a third party contractor the inspection, testing, and extraordinary

maintenance and monitoring of the fire alarm systems, sprinkler systems, and fire pump valves.

(b) The FMC will conduct annual audits of the fire alarm system to assure that system monitoring; inspections, maintenance, testing and repairs are accomplished by the third party contractor to remain compliant with NFPA 72 specifications.

(c) The FMC will report the results of all recurring and annual test to GSD and report any noted deficiencies contained in the reports with remedial or corrective actions that will be taken by the FMC or the Contractor.

(d) The FMC will test fire pumps for operation every week and document these test on the fire pump log sheet.

9. **Fire extinguishers** are required to be tested and certified once a year as required in NFPA -10. All fire extinguishers must bear labels documenting these tests. A list of fire extinguishers must be identified and kept on-site in the FMM's office with a copy provided to GSD.

10. **Fire Alarm and Fire Control Systems**
The FMC must maintain and make available for verification, the records of tests conducted on Fire Alarm and Fire Control systems and Fire Extinguishers

11. **Roof**
Inspect and clean all the drains, gutters and downspouts at least once every six (6) months removing any and all debris inhibiting proper drainage.

12. **Grease Traps**
Grease traps must be pumped and the waste must be transported and disposed in accordance with the City of Atlanta ordinances and EPA requirements. The frequency of grease disposal shall not be less than once in two weeks

13. **Kitchen hoods**
Kitchen hoods must be cleaned once every six (6) months. Fire extinguishers and fire control system associated with the kitchen hood must be tested and certified once in every year as specified in Section 3.5.2 (2).

14. **Building and Life Safety and Security Systems**
Inspect, test, maintain and repair building and life safety systems impacting personnel and physical safety to the level mandated by State and County laws. Such systems include elevators and

escalators, switchgear, pressure vessels, boilers and fire control systems. FMC shall only employ qualified and licensed personnel for such work. Report of all such inspections shall be submitted to the GSD within thirty (30) days of completion of the tests.

15. Where inspections are carried out by Georgia Department of Labor (GDOL), MC shall coordinate the mandated inspections through agencies appointed by GDOL.
16. Maintenance and Repair of Elevators and Escalators are not included in the scope of repair and maintenance. However, the FMC coordinate the inspection and certification of these systems with the Elevator Maintenance contractor.
17. GSD currently does not have a list of equipment under warranty. However, it will be identified to the FMC during the initial walk through as required in Paragraph 1.4.
18. When any equipment scheduled for maintenance is to be opened or dismantled, the tenant and GSD shall be notified in writing sufficiently in advance to avoid any surprise interruptions in the facility operation.
19. FMC shall be responsible for reporting and repairing all defects found during the PM.

L. WATER TREATMENT

The FMC must contract with a qualified and licensed (licensed for pesticide application) water treatment vendor for water treatment services. This is to ensure that the water used in the air conditioning systems, including cooling towers, where used, is treated properly to prevent corrosion and or scaling in the tubes, growth of bacteria/algae, slime and other water borne hazards throughout the system.

1. FMC must submit a detailed plan that includes the procedures and frequencies for water testing and treatment, within fifteen (15) days of award of Notice to Proceed.
2. MC must have the water tested once every month by a qualified chemist. The chemist's report shall be available for GSD verification and include the details of required corrective action taken, if warranted.
3. Cooling towers and condensate pans must be treated with suitable algaecides to prevent bacterial infection and growth
4. FMC will document action taken through the CMMS in GSD.

M. ARCHITECTURAL AND STRUCTURAL MAINTENANCE AND REPAIR WORK

As a part of the comprehensive maintenance performance the recurring day-to-day periodic or scheduled work required to preserve, repair and/or restore the facility and equipment to a condition such that it may be effectively utilized for its designated purpose.

1. Except in emergency situations, the FMC shall commence the work only after obtaining written GSD approval.
2. FMC shall provide all labor, equipment and materials necessary to perform all architectural and structural maintenance and repairs to the interior and exterior of the facility including, but not limited to:
 - a. Exterior walls
 - b. Roof, flashings and skylights
 - c. Chimneys, ventilators and other roof penetrations
 - d. Gutters, downspouts, splash blocks and overhangs
 - e. Windows and doors including overhead doors
 - f. Patios, interior and exterior stairways.
 - g. Interior and exterior walls
 - h. Floor coverings including concrete floors
 - i. Hardwood flooring, carpeting (excluding carpet cleaning), ceramic tile, ceilings, Venetian blinds and shades
 - j. Toilet fixtures and piping
 - k. Locksmith services including security locking system
3. FMC shall perform touch-up painting to the interior and exterior of the facility as required in the accomplishment of maintenance and repair work
4. FMC shall maintain power doors, such as garage and loading ramp door, revolving doors, sliding or swinging doors and adjustable loading ramps in a safe and usable condition.
5. FMC shall assist building occupants in obtaining access to office space if locked out. Access shall be given to building occupants only after securing approval from GSD.
6. FMC must furnish lock smith services for routine installation and removal of lock sets and tumblers, duplication of keys, repair of defective lock sets, opening doors, lockers and safes in the event of lost keys and changing of combination of all existing locks.
7. Re-keying, duplication of keys and similar activities that affect the security of the facilities must be done in consultation with the FCA only.

N. CARPETS

FMC shall be responsible for carpet repair in the facilities covered by this contract. Replacement of carpet is not a part of this contract. However, FMC must be prepared to replace the carpet, if required by the tenant and approved by GSD/Sheriff Department. FMC will be compensated for carpet replacement approved by GSD in advance.

1. FMC will be responsible for minor carpet repairs. Minor carpet repair is defined as contiguous sixteen (16) square yards. The repair must be performed in accordance with industry standards.
2. FMC shall supply all material, tools and equipment required for all repairs.

O. APPLIANCE REPAIR

The FMC shall be responsible for repairing appliances used in the kitchen and else where within the facility.

1. FMC shall repair appliances having county ID including those used in the kitchen.
2. FMC, however, shall not be responsible for repairing any privately owned appliance used in the facility.

P. ELEVATORS

Elevator maintenance and repair is NOT included in the scope of this contract. However FMC shall be responsible for carrying out the following routine inspections and shall satisfy the reporting requirements.

1. FMC must verify each morning that all elevators and lifts are operating satisfactorily.
2. FMC must develop a process, in consultation with the FCA, for responding to situation arising from elevator entrapment.
3. FMC will maintain a verifiable log of all such problems including details of follow up action taken by them in the case of entrapments.

R. REFRIGERANT RECORDS

The FMC is responsible for maintaining refrigerant records for CFC/HCFC refrigerants. The following reports are to be prepared for verification by the CA.

1. Refrigerant Inventory and usage log: This will be a log for each type of refrigerant on-hand in each building, except refrigerant contained in the Chillers and other HVAC units.
2. Refrigerant Oil inventory and usage log.
3. Individual equipment consumption log. This log will be updated each time a refrigerant containing unit is serviced or planned maintenance is performed.
4. The FMC is responsible to respond to any refrigerant leakage situation and will recover the refrigerant and clean up the environment as mandated by relevant EPA regulations.
5. GSD recommends use of standard refrigerant management software for maintaining transactions in a form acceptable to EPA.

3.4. CONTRACT CLOSE OUT INSPECTION

The FMC must provide a detailed close out plan 120 calendar days prior to the final date of contract. This plan shall include a transition plan and a document verifying the transfer of all tools, keys and documents provided to the FMC by GSD.

1. On a mutually agreed upon date, but not less than sixty (60) days prior to the contract termination date, the FMC and GSD shall make a complete and systematic inspection of the facility to include all work covered by this contract.
2. Base on the inspection the FMC will submit a close out deficiency listing.
3. The FMC must repair the defects observed during the inspection to the full satisfaction of GSD before the expiration of the contract.
4. If the FMC fails to repair the defects before the expiration of the contract, suitable deductions will be made from the FMC's invoices. Such deductions will not exceed the cost of carrying out the repairs by GSD or agencies employed by GSD.

3.5 REPORTING REQUIREMENTS

3.5.1 Existing Deficiency Report

Prior to commencing the work, the FMC will be given an opportunity to assess the facilities for pre-existing deficiencies. These deficiencies will be recorded based on a joint survey conducted by FMC and GSD.

1. After the issue of Notice to Proceed and before the FMC commences work in the facility, FMC and GSD will conduct a joint walk through in the facility to determine all pre-existing deficiencies. This walk through will be conducted within the first fifteen (15) days of contract start-up.
2. A report will be prepared in duplicate and signed jointly by each representative, after the walk through. The report shall list defect on each equipment/system, including structural failures, if any observed during the walk through.
3. The report will not include any items that will be replaced in normal course of time, like belts, bearings etc.
4. FMC shall submit a report to GSD along with a listing of repairs required for correcting the defects within fifteen (15) days of completion of walk through.
5. FMC must attach an estimate for repair work. GSD may review the report on a case-to-case basis. GSD reserves the right to reject the estimates.
6. GSD may elect to have the FMC do the repair or have another agency perform the repair.
7. When a deficiency is corrected, the FMC will assume responsibility for any subsequent repairs to the system and such repairs will be governed by conditions in Section 3.3 (I) 2.
8. Any and all deficiencies found after the initial walk through will not be considered as pre-existing and therefore, repair shall be the responsibility of FMC and such repair shall be completed under terms and conditions shown on Section 3.3 (I) 2.

3.5.2 Periodic Reports

Submitting the periodic reports as required in this RFP is an important criterion of performance. FMC must submit the following reports at the intervals indicated. Exact days, for which the reports will be due, are indicated in the Section Performance Criteria.

1. Quality Control Inspection reports: Quality Control Inspection reports of all specified operation, maintenance and repair services shall be submitted as required in the Quality Control Plan (QCP) approved by the CA (See Section U)
2. Report on maintenance of Fire Alarm System and Fire Control System (Sprinklers) and Fire Extinguishers. Annual reports are required for fire alarm system and quarterly reports are required for fire control (sprinkler) system. All fire extinguishers must be tested and tagged annually.

3. Water Treatment and Water Analysis report. Monthly
4. Refrigerant Record keeping report. Provide a quarterly report on all CFC/HCFC refrigerant consumption, removal and losses.
5. Employee sign in/sign out report. Please see 3.3(D) 10
6. Equipment Addition/Deletion report. The FMC is responsible for reporting any addition and / or deletion of equipment within fifteen (15) days from the date of such change/s
7. Boiler/Pressure vessel/Elevator inspection report. The FMC is responsible to coordinate the inspection by agencies authorized by the State/County, display the inspection report at appropriate places and submit a copy for the records of CA.
8. Repairs resulting from Vandalism, Control and Reporting
Vandalism is defined as physical damage to facility, grounds, building systems or building systems' components caused by actions of visitors to the facility and or staff with careless abandon for property and/or intentional destructive action by the same causing a repair service labor and material costs of \$ 500 or more per incident.

Note: Activities related to identifying, documenting and management cost for service orders identified as caused by vandalism are considered as FMC Contract requirements and are not reimbursable.

9. The FMC is required to assist in the investigation and documentation of incidents of vandalism. Required documentation will include pictures, description of vandalism, scope of services required for service repairs, estimated cost for labor and material for repairs and/or listed subcontract cost, and incident report number.
10. Monthly vandalism report shall incorporate:
 - a. Documentation of each current incident for the respective month;
 - b. A listing year to date of all service orders coded as 'vandalism';
 - c. Year-to-date list to include labor hours/ labor cost / material cost /and individual incident total cost and year to date cost;
 - d. Recommendation for corrective measures to reduce re-occurrence.

Note: Defects arising out of incidents of vandalism with associated cost below \$500 will be repaired by the FMC as a standard repair, yet will be written and documented as an incident of vandalism.

5. The FMC shall not include any cost for temporary services and materials associated with the respective incident of vandalism unless labor cost is greater than \$500 and/or material cost is greater than \$500.

6. Payment for vandalized building systems and system components requires investigation, documentation, authorization and CMMS reporting.
7. An approved subcontractor's 'labor and material repair costs' over \$500 from an incident of vandalism is fully refundable.
8. Other reports: The following is a list of other reports that the FMC is required to submit on system checks and maintenance.

<u>Report</u>	<u>Due</u>
<ul style="list-style-type: none"> ▪ Security & Alarm Outages ▪ Equipment opening or dismantling ▪ Planned Utility & Security System outage ▪ Any Planned Work Disruptive to Building Occupants or Operations ▪ "As built" Alteration Drawings ▪ Welding 	<ul style="list-style-type: none"> Immediately to the FCA Prior to Start as concurred in or as directed by the FCA 72 Hours in Advance of Outages 72 Hours in Advance Upon Completion of Work As Required
<ul style="list-style-type: none"> ▪ Service Call Log 	<ul style="list-style-type: none"> As Required
<ul style="list-style-type: none"> ▪ Major Equipment/Systems Not Operational ▪ Complete Inspection Records of Work Performed ▪ Switchgear Load Test Results ▪ Fire Protection Systems (Fire Alarm Systems, Water-Based Systems, and other Systems) 	<ul style="list-style-type: none"> Daily before 8 AM, to FCA As Required in the QCP Immediately after conclusion Daily, weekly and monthly activities should be filled out on appropriate forms and submitted as a group once per Month. Quarterly, semi-annually, annually, bi-annually and year activities shall be submitted with all other forms on the month the activity is complete. Maintain a copy of all reports on-site for at least 2 years from the date of the inspection or test.

<u>Report</u>	<u>Due</u>
<ul style="list-style-type: none"> ▪ Chiller Refrigerant Air Monitor 	Quarterly or as per manufacturer's instruction, submit documentation of zeroing and spanning of the chiller air monitor instrument (Freon detector)
<ul style="list-style-type: none"> ▪ Chiller: Annual Systems Check 	Annually document system check of Freon detector, ventilation and alarm system to ensure system works as a unit.
<ul style="list-style-type: none"> ▪ Phase Out Plan 	90 days prior to the expiration of the contract or any option periods
<ul style="list-style-type: none"> ▪ Contract Closeout Inspection 	60 days prior to contract expiration date a systematic inspection of all architectural and structural, mechanical, electrical, fire protection systems (fire alarm water-based fire protection, and other systems) and utility systems and any item or equipment in the building(s) covered by the contract
<ul style="list-style-type: none"> ▪ Completion of Contract 	30 days prior to completion of the contract, a jointly prepared (Contractor and Government) inventory of equipment

In addition to the reports mentioned above, the reports produced from the CMMS system for the purpose of Quality Control meetings will be considered as report emanating from the FMC.

3.6 QUALITY CONTROL PLAN (QCP)

The Contractor must establish a complete Quality Control Plan (QCP) to ensure that the requirements of the contract are provided as specified.

Within fifteen (15) days of issue of Notice to Proceed, the Contractor must submit a copy of the QCP for approval by the CA. The QCP must include, but not be limited to, the following:

1. An inspection system that is tailored to the buildings covered in this contract and which covers all services specified therein.
2. Number of personnel that will be assigned for such inspections
3. A check list for use during the scheduled and unscheduled inspections

4. A local file of all inspections conducted by the Contractor or their employees, including corrective actions taken.
5. A system to ensure that the Contractor's employees are trained to carry out inspection, identification of problems and remediation.
6. Copy of inspection reports must be made available to the CA upon completion of the inspection
7. Failure to submit a QCP to the CA within the specified time will result in withholding all the monies due to the Contractor till such time the plan is received, reviewed and approved by the CA

3.7. QUALITY CONTROL INSPECTION AND IMPLEMENTATION (QCI)

The performance of QCI in accordance with approved QCP is essential part of this program. QC inspection of all specified operation, maintenance and repair services shall be performed at a minimum to the following frequencies:

1. Monthly inspection by on-site Engineers or FCA approved dedicated Quality Control Inspector
2. Quarterly Inspection by qualified Corporate/Regional personnel, not performing on-site services on this contract. GSD prefers an approved sub-contractor to substitute for this function
3. Failure to accomplish and/or document QCI at the frequencies approved or failure to identify deficiencies before the level of performance becomes unacceptable to the CA will result in deductions being assessed on the monies due.

3.8. MINIMUM PERFORMANCE REQUIREMENTS

FMC is required to achieve a minimum level of performance with regard to key functional areas of the building system. The details and requirements for performance measuring will be set after the Contract is awarded. A joint meeting will be held with the Contractor and GSD to discuss and set these performance requirements.

Listed below are typical service contract requirements for performance evaluation.

Function	Minimum performance requirement
Power	Not more than one (1) internal power outage, of duration no more than one (1) hour, in any section reported in a calendar month
Stand-by	Not more than one (1) instance of stand-by generator

Generator	failing to crank up during a power outage.
Stand-by Generator	Not more than two (2) instances of stand-by generator failing a self test in two (2) calendar months period.
Plumbing	Not more than two (2) faucets, leaking more than two (2) days reporting in a period of two (2) weeks.
Plumbing	Not more than three (3) clogged drains or toilets for duration of three (3) hours or more reported in a period of one (1) calendar month
Water heaters	Supply water temperature is not less than 80 degrees F, any time during a three (3) calendar month period
Life safety and hazardous material	No citation received from any authorized authority having jurisdiction in the matter of fire safety including kitchen exhaust, boilers and pressure vessels, grease trap and back flow prevention devices.
Ceiling tiles	Not more than two (2) missing or stained ceiling tiles reported in a period of consecutive three (3) calendar months period
Service Calls	Not more than one (1) instance reported of Contractor not responding to emergency service calls within sixty (60) minutes, in a review period of three (3) months.
Service re-calls	Not more than one (1) instance of service re-call to attend the same problem in a review period of one (1) month

3.9 CONTRACT PERFORMANCE EVALUATION

The performance of FMC shall be evaluated on a continuous basis. Guidelines for performance evaluation are as follows.

1. The Facility Contract Administrator or other authorized person in General Services Department will grade the contract performance each month.
2. FMC will be given a copy of the monthly and quarterly evaluations and is required to acknowledge the receipt of the evaluation.
3. FMC can provide remarks or note corrective actions taken on the evaluation sheet.
4. Any dispute resulting from the evaluation will be resolved by the Area Manager, Central Fulton Service Area
5. The decision of the Area Manager, Central Fulton Service Area will be final and binding on both the parties.
6. During the life of the contract, FMC performance will be evaluated and documented by means of written inspections, minutes of meetings, GSD/Customer surveys and records which will be retained as part of the official contract file. The performance evaluation will be based on the following:

7. Effectiveness of Quality Control

8. The FCA will assess the effectiveness of the FMC's QCP through review of reports required of the FMC, Service delivery information and customer interaction and by means of GSD inspections.

9. Service delivery information will be evaluated from the quality and timeliness of the FMC's performance of the scheduled PPM program, building operation, incidental and minor repairs, emergency call backs, overtime services and service call responses.

10. Service call responses and other responses will be extracted from the CMMS.

11. Inspections

GSD or designated staff will make tours and inspections through the buildings and other areas covered by this contract with the FMC's representative whenever possible to ascertain the level of services being performed. The FMC will be informed of less than satisfactory performance.

12. Performance Evaluation Meetings

General: The FMC will coordinate the Performance Evaluation Meetings (PEM) with the FCA... Written minutes of the meeting will be prepared by the FMC and submitted for approval by the FCA prior to distribution.

13. GSD/FMC meeting

The FMC or FMC's authorized representative will meet with the FCA frequently, but not less than twice each month during the first three months, and at least once in each month thereafter. A mutual effort shall be made to resolve all problems in these meetings.

14. The FCA will use these GSD/FMC meetings to determine FMC's responsiveness to QCP, corrective action plans, proposals for extra services and management of sub-contractor problems impacting overall contract performance and service delivery.

9. GSD/FMC/ Customers

These meetings will be held between GSD, the FMC and representatives of the users of the facilities at least once in a month during the first three months of contract and not less than once in three (3) months thereafter.

10. These meetings will discuss the FMC's performance in areas of deficiencies, and areas of satisfaction and customer's needs and/or concerns

11. The FCA will establish points of contact with customers/users of the facility to assist in monitoring FMC service delivery.

12. The minutes of GSD/FMC/ Customers meeting and tenant surveys should

provide sufficient performance data to make sound business decisions when considering a contract renewal or new contract awards

13. Interim/Final Performance Evaluation Report (PER)

14. The FCA will summarize all available performance information and prepare an interim evaluation report 90 days prior to the anniversary date of the contract. This interim evaluation report will be used to assess past performance for consideration of exercising options and award of future contracts

15. If the FMC's performance remains less than satisfactory or fails to adhere to contract specifications GSD may contract for the deficient services and charge the FMC for all costs incurred including administrative costs

16. GSD will make deduction from the FMC's invoices monies proportional to the non performing labor hours where the FMC has failed to meet the quality expectations.

3.10 DEDUCTION FROM INVOICES

1. GSD has the right to seek from FMC deductions from invoice for non-compliance and or non-performance in execution of any part of the contract.
2. Monies will be deducted as indicated below, per occurrence, for non-compliance in the following areas.
3. If it is established that the FMC failed to meet the quality standards, the FCA will determine the quantity of non-performing labor hours and recommend such amounts from the FMC's invoice based on the labor rates quoted by the FMC for requisitioned services for that craft/trade
4. The FMC will have the right to offer their comments about the deductions to the Area Manager, Central Fulton Service Area
5. Any dispute arising out of the assessment of non-performing labor as mentioned above will be left for the arbitration of the Area manager, Central Fulton Service Area
6. The deductions, when assessed, will be made on the FMC's invoice for the following month.
7. Back charge Costs. The cost of back charge work shall include:
 - a. Incurred labor costs including all payroll additives;
 - b. Incurred net delivered material costs;
 - c. Incurred lower-tier supplier and subcontractor costs directly related to performing the corrective action;

- d. Equipment and tool rentals at prevailing rates in the Jobsite area; and
 - e. A mark up of thirty-five percent (35%) applied to the total of Items 1 through 4 for overhead, supervision and administrative costs.
8. Contractor's Concurrence. The back charge notice will request Contractor's concurrence for Area Manager/County Representative to proceed with the required work. However, failure of Contractor to grant such concurrence shall not impair County's right to proceed with work under this or any other provision of this Contract.
9. Back charge is not a Release. Area Manager/County Representative shall separately invoice or deduct from payments otherwise due to Contractor the costs as provided herein. County's right to back charge is in addition to any and all other rights and remedies provided in this Contract or by law. The performance of back charge work by Area Manager/County Representative shall not relieve Contractor of any of its responsibilities under this Contract including but not limited to express or implied warranties, specified standards for quality, contractual liabilities and indemnifications, and meeting the Contract Milestones.

3.11 TECHNICAL PROPOSAL FORMAT AND CONTENT

The Technical Proposal shall include the appropriate and requested information in sufficient detail for evaluation. The Technical Proposal must be responsive to all of the information requested in this RFP. Failure to include any required information in the proposal may, at the sole discretion of the County, cause rejection of the proposal.

The Technical Proposal shall be arranged and shall include content as described below:

Section 1 - Executive Summary

The executive summary shall include a brief statement of approach to the work, understanding of the project's goals and objectives and demonstrated understanding of the project's potential problems and concerns.

Section 2 – Maintenance Program Management Plan/Approach of Work

2.1 Implementation Plan

- Address the implementation plan of action for the facility assessments at the beginning and end of the contract.
- Provide an implementation plan for contract start-up services.
- Give a list of all temporary personnel required on site for start-up services and assessment.

- Provide a proposed schedule for start-up services including building assessments.

2.2 Quality Control Plan

- List the individuals and describe the responsibilities of these individuals involved in the quality control process.
- Identify those who will perform the inspections with the County and the frequency of the inspections.
- Provide a formal outline description for the plan.
- Include a Quality Assurance Plan outline and description to be used in performing this Contract.

2.3 Preventive and Predictive Maintenance Program Plan

- Identify specific preventive tasking and frequency of task for associated building systems and equipment.
- Identify specific Predictive tasking for associated building systems and equipment.
- Provide charts for specific building systems and equipment and list the associated preventive and Predictive tasking and frequency.
- Describe and identify the industry standard proposed for equipment and building systems maintenance tasking (i.e. RS Means, Manufacturer's recommendations or industry (ASME) practices).
- Present a preliminary program schedule for PPM contract services.
- Address all performance requirements work plan for repair services and work projects-(Contingency repairs and replacements).

2.4 Operations and Maintenance Program Work Plan

- Submit 'watch' schedule and associated equipment included for performance watch. Identify personnel and their required qualifications to perform 'watch'.
- Propose procedure for operations for start-up and shut down for critical systems (i.e. chillers, boilers, generators, fire pump).
- Submit plan of action to monitor critical building systems and equipment (i.e. high voltage switch gear, chillers, cooling towers, boilers, pumps, fire alarm system, elevator system, fire protection system, LP gas system, locking control systems).
- Submit plan for procedures in responding to emergencies after normal hours and during weekdays, weekends and holidays.
- Submit a proposed typical staffing plan and work schedule during weekdays, weekends, and holidays.
- Provide a listing of proposed equipment, supplies, tools and materials necessary to perform contract services.

2.5 Customer Service Plan

- Submit an implementation plan for Customer Service functions indicating process for service calls, documentation of tasking orders, addressing daily concerns and complaints, addressing day to day operations and reporting documents.

Section 3 – Project Team Qualifications/ Qualifications of Key Personnel

- Provide a resume for the proposed Facility Maintenance Manager and other key personnel proposed for this project.
- The proposed Facility Maintenance Manager must have experience as required in **Section 3, Paragraph 3.3(E)(2)**.
- Each resume should be limited to no more than three (3) pages per person and be organized according to the following:
 - Name and Title
 - Professional Background
 - Current and Past Relevant Experience
 - Relevant Training
 - Include two (2) references for each key personnel member on similar projects.
 - Include the role and responsibilities that each key personnel member will perform on this project.

Section 4 – Relevant Project Experience

Identify three (3) projects where the Contractor has performed comprehensive maintenance of facilities comparable in type and size to the facilities listed in **Exhibit 1**. Limit your response to one (1) page per project; please provide the following information for each project:

- The name of the project, the owner, year performed and the project location.
- A description of the project.
- A reference, including a contact name, addresses and phone number. This reference should be the owner's staff member who was in charge of the project for the owner.

Section 5 – Contractor Financial Information

Contractors will be evaluated on the strength of their Financial Statements. Annual reports include Financial Statements from recent years, which will also be reviewed. The review will focus upon the Contractor's Statement of Income, Balance Sheet and Cash Flow Statements.

The follow documentation and statements are required. Failure to provide the required submittals shall result in your firm receiving a “Fail” for the ‘Financial Responsibility” criteria for the Proposal Evaluation Criteria provided in Section 4.

Financial Statement/Capability

In order for the County to evaluate, verify and understand the Contractor’s financial capability, the following documentation is requested for the Contractor:

- (1) Provide annual reports and financial statement for the last three (3) years, including income statements, balance sheets, and any changes in financial position.
- (2) The latest quarterly financial report and a description of any material changes in financial position since the last annual report.
- (3) Contractor’s most recent Dun & Bradstreet and/or Value Line Reports.
- (4) Documentation and discussion of the financial condition and capability of the Contractor (s).
- (5) State whether the Contractor or any member of the Contractor’s team has ever filed a petition for bankruptcy, taken any actions with respect to insolvency, reorganization, receivership, moratorium, or assignment of benefits of creditors, or otherwise sought relief from creditors. If yes, please provide an explanation of the circumstances.

Section 6 - Availability of Key Personnel

The FMM, building technician and other key personnel must be available for the normal operational hours of the facility. The FMM or designee must be on call after operational hours, Monday through Friday, weekends and holidays. Please indicate the availability of the FMM, building technician and other key personnel.

Section 7- Location of Firm

Local Preference is given to businesses that have a business location within the geographic boundaries of Fulton County. In order to receive the Local Preference points of ten (10) points the Contractor must provide one (1) of the following supporting documentation to the Department of Purchasing & Contract Compliance:

1. Copy of occupational tax certificate (business license);
2. Copy of a lease or rental agreement;
3. Proof of ownership interest in a location within the geographical boundaries of Fulton County.

The term business location means a physical structure, office or suite but does not include a post office box or a temporary job or project site location. If

submitting as a Joint Venture or Partnership, provide a copy of the Joint Venture or Partnership agreement including the business address of all members.

Failure to provide the required supporting documentation with your proposal submittal shall result in your firm receiving a “0” (zero) for Local Preference.

3.12 COST PROPOSAL FORMAT AND CONTENT

The Cost Proposal shall be provided in a **separate sealed envelope**. The Cost Proposal shall include current information and shall be arranged and include content as described below:

Section 1 - Introduction

The Contractor shall include an introduction which outlines the contents of the Cost Proposal.

Section 2 - Completed Cost Proposal Forms

The Contractor is required to complete **all** of the Cost Proposal Forms provided in **Exhibit 3**.

SECTION 4 EVALUATION CRITERIA

4.1 PROPOSAL EVALUATION – SELECTION CRITERIA

The following criteria will be used to evaluate the proposals submitted in response to this RFP:

Evaluation Criteria	Weight
Project Plan	35%
Qualifications of Key Personnel	15%
Relevant Project Experience	10%
Financial Responsibility	5%
Availability of Key Personnel	10%
Past performance on previous contracts.	5%
Local Preference	10%
Cost Proposal	10%
TOTAL POINTS	100%

SECTION 5 PROPOSAL FORMS

5.1 INTRODUCTION

To be deemed responsive to this RFP, Proposers must provide the information requested and complete in detail all Proposal Forms. The appropriate individual(s) authorized to commit the Proposer to the Project must sign the Proposal Forms. Proposers should reproduce each Proposal Form, as required, and complete the appropriate portions of the forms provided in this section.

Form A - Certification Regarding Debarment

Form B - Non-Collusion Affidavit of Bidder/Offeror

Form C - Certificate of Acceptance of Request for Proposal Requirements

Form D - Disclosure Form and Questionnaire

5.2 PROPOSAL FORMS DESCRIPTION

The following paragraphs present an overview of each Proposal Form required.

5.2.1 Certification Regarding Debarment

Proposer shall complete and submit Form A, which certifies that neither it nor its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from doing business with any government agency.

5.2.2 Non-Collusion Affidavit of Bidder/Offeror

The Proposal shall include a copy of Proposal Form B, executed by an authorized officer of the corporation. Proposals developed by a joint venture shall be similarly executed by all joint venture participants.

5.2.3 Certificate of Acceptance of Request for Proposal Requirements

Proposer shall complete and submit Form D, which certifies that Proposer has read the solicitation including all addenda, exhibits, attachments and appendices.

5.2.4 Disclosure Form and Questionnaire

Proposer shall complete and submit Form E, which requests disclosure of business and litigation.

FORM A: CERTIFICATION REGARDING DEBARMENT

- (1) The Offeror certifies that neither it or its subcontractors is presently debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from doing business with any government agency. Any such exclusion may cause prohibition of your firm from participating in any procurement by the Fulton County Government.
- (2) If the Offeror is unable to certify to any of the statements in this certification, such Offeror or subcontractor shall attach an explanation to this bid or proposal.

INSTRUCTIONS FOR CERTIFICATION

By signing and submitting this certification, the Offeror is providing the certification set out below:

- (1) The certification in this clause is a material representation of fact upon which reliance will be placed. If it is later determined that the prospective vendor knowingly rendered a false certification, the Purchasing Agent may pursue all available remedies, including suspension and/or debarment, for withdrawal of award or termination of a contract.
- (2) The prospective Offeror shall provide immediate written notice to the Purchasing Agent if at anytime the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (3) Offeror shall be under a continuing duty to immediately inform the Purchasing Agent in writing of any changes, if as a result of such changes, the Offeror certification regarding debarment is affected.

DEBARMENT ORDINANCE

The following Section 2-322 of Fulton County Code of Laws establishes the procedure for the debarment of contractors.

(a) *Authority to suspend.*

After reasonable notice to the entity involved and reasonable opportunity for that entity to be heard, the Purchasing Agent, after consultation with user department, the County Manager and the County Attorney shall have the authority to suspend an entity for cause from consideration for award of county contracts. As used in this section, the term entity means any business entity, individual, firm, contractor, subcontractor or business corporation, partnership, limited liability corporation, firm, contractor, subcontractor or business structured; provided, further, that any such entity shall also be subject to suspension under this section if any of its constituents, members, subcontractors at any tier of such entity's and the entity, or any constituent or member, knew or should have known of the commission of the act. The suspension shall be for a period not to exceed three (3) years unless cause is based on a felony conviction for an offense related or associated with fraudulent contracting or misappropriation of funds wherein the suspension shall not exceed seven (7) years.

(b) Causes for Suspension. The causes for suspension include:

- 1) Conviction for commission of a criminal offense as an incident to obtain or attempting to obtain a public or private contract or subcontract, or in performance of such contract or subcontract;
- 2) Conviction of state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property or other offense indicating a lack of business integrity or business honesty which currently, seriously and directly affects responsibility as a county contractor.
- 3) Conviction of state or federal anti-trust statutes arising out of the solicitation and submission of bids and proposals;
- 4) Violation of contract provisions, as set forth below, of a character which is regarded by the Purchasing Agent to be so serious as to justify suspension action:
 - a. Failure to perform in accordance with the specifications within a time limit provided in a county contract;
 - b. A recent record of failure to perform or unsatisfactory performance in accordance with the terms of one or more contracts; provided, that failure to perform or unsatisfactory performance caused by acts beyond the control of the contractor shall not be considered to be a basis for suspension;
 - c. Material representation of the composition of the ownership or workforce or business entity certified to the county as a minority business enterprise; or
 - d. Falsification of any documents.
- i. For violation of the ethical standards set forth in Fulton County Code Chapter 9, Code of Ethics.
- ii. Knowing misrepresentation to the county, of the use which a majority owned contractor intends to make a minority business enterprise (a business entity at least 51 percent of which is owned and controlled by minority persons, as defined in Fulton County Code Chapter 6, Article B, Minority Business Enterprise Affirmative Action Program and certified as such by the County) as a subcontractor or a joint venture partner, in performing work under contract with the County.

Failure to fully and truthfully provide the information required, may result in the disqualification of your bid/proposal from consideration or termination of the Contract, once awarded. This document must be completed and included as a part of the bid/proposal package along with other required documents.

[SIGNATURES ON NEXT PAGE]

Under penalty of perjury, I declare that I have examined this certification and all attachments hereto, if applicable, to the best of my knowledge and belief, and all statements contained hereto are true, correct, and complete.

On this _____ day of _____, 2007

(Legal Name of Proponent)

(Date)

(Signature of Authorized Representative)

(Date)

(Title)

STATE OF GEORGIA

COUNTY OF FULTON

form b: **NON-COLLUSION AFFIDAVIT OF BIDDER/OFFEROR**

I, _____ certify that pursuant to Fulton County Code Section 2-320 (11), this bid or proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same work, labor or service to be done or the supplies, materials or equipment to be furnished and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of state and federal law and can result in fines, prison sentences and civil damages awards. I agree to abide by all conditions of this bid or proposal and certify that I am authorized to sign this bid or proposal for the bidder.

Affiant further states that pursuant to O.C.G.A. Section 36-91-21 (d) and (e), _____ has not, by itself or with others, directly or indirectly, prevented or attempted to prevent competition in such bidding or proposals by any means whatsoever. Affiant further states that (s)he has not prevented or endeavored to prevent anyone from making a bid or offer on the project by any means whatever, nor has Affiant caused or induced another to withdraw a bid or offer for the work.

Affiant further states that the said offer of _____ is bona fide, and that no one has gone to any supplier and attempted to get such person or company to furnish the materials to the bidder only, or if furnished to any other bidder, that the material shall be at a higher price.

(COMPANY NAME)

(PRESIDENT/VICE PRESIDENT)

Sworn to and subscribed before me this _____ day of _____, 200__.

(SECRETARY/ASSISTANT SECRETARY)

(Affix corporate seal here, if a corporation)

Notary Public: _____

County: _____

Commission Expires: _____

NOTE:

IF THE OFFEROR IS A PARTNERSHIP, ALL OF THE PARTNERS AND ANY OFFICER, AGENT, OR OTHER PERSON WHO MAY HAVE REPRESENTED OR ACTED FOR THEM IN BIDDING FOR OR PROCURING THE CONTRACT SHALL ALSO MAKE THIS OATH.

IF THE OFFEROR IS A CORPORATION, ALL OFFICERS, AGENTS, OR OTHER PERSONS WHO MAY HAVE ACTED FOR OR REPRESENTED THE CORPORATION IN BIDDING FOR OR PROCURING THE CONTRACT SHALL MAKE THE OATH.

FORM C: CERTIFICATE OF ACCEPTANCE OF REQUEST
FOR PROPOSAL REQUIREMENTS

This is to certify that on this day, offeror acknowledges that he/she has read this solicitation document, pages #_____ to #_____ inclusive, including any addenda # _____ to #_____ exhibit(s) #_____ to #_____, attachment(s) # to #_____, and/or appendices #_____ to #,_____in its entirety, and agrees that no pages or parts of the document have been omitted, that he/she understands, accepts and agrees to fully comply with the requirements therein, and that the undersigned is authorized by the offeror to submit the proposal herein and to legally obligate the offeror thereto.

Company:_____

Signature:_____

Name: _____

Title:_____ Date: _____

(Affix Corporate Seal)

form D: OFFEROR'S DISCLOSURE FORM AND QUESTIONNAIRE

1. Please provide the names and business addresses of each of the Offeror's firm's officers and directors.

For the purposes of this form, the term "Offeror" means an entity that responds to a solicitation for a County contract by either submitting a proposal in response to a Request for Proposal or a Request for Qualification or a Bid in response to an Invitation to Bid.

Describe accurately, fully and completely, their respective relationships with said Offeror, including their ownership interests and their anticipated role in the management and operations of said Offeror.

2. Please describe the general development of said Offeror's business during the past five (5) years, or such shorter period of time that said Offeror has been in business.
3. Please state whether any employee, agent or representative of said Offeror who is or will be directly involved in the subject project has or had within the last five (5) years: (i) directly or indirectly had a business relationship with Fulton County; (ii) directly or indirectly received revenues from Fulton County; or (iii) directly or indirectly receives revenues from the result of conducting business on Fulton County property or pursuant to any contract with Fulton County. Please describe in detail any such relationship.

LITIGATION DISCLOSURE:

Failure to fully and truthfully disclose the information required, may result in the disqualification of your bid or proposal from consideration or termination of the Contract, once awarded.

1. Please state whether any of the following events have occurred in the last five (5) years with respect to said Offeror. If any answer is yes, explain fully the following:
 - (a) whether a petition under the federal bankruptcy laws or state insolvency laws was filed by or against said Offeror, or a receiver fiscal agent or similar officer was appointed by a court for the business or property of said Offeror;
 - (b) whether Offeror was subject of any order, judgment, or decree not subsequently reversed, suspended or vacated by any court of competent jurisdiction, permanently enjoining said Offeror from engaging in any type

of business practice, or otherwise eliminating any type of business practice; and

- (c) whether said Offeror's business was the subject of any civil or criminal proceeding in which there was a final adjudication adverse to said Offeror, which directly arose from activities conducted by the business unit or corporate division of said Offeror which submitted a bid or proposal for the subject project. If so please explain.

2. Have you or any member of your firm or team to be assigned to this engagement ever been indicted or convicted of a criminal offense within the last five (5) years?

Circle One: YES NO

3. Have you or any member of your firm or team been terminated (for cause or otherwise) from any work being performed for Fulton County or any other Federal, State or Local Government?

Circle One: YES NO

4. Have you or any member of your firm or team been involved in any claim or litigation adverse to Fulton County or any other federal, state or local government, or private entity during the last three (3) years?

Circle One: YES NO

5. Has any offeror, member of offeror's team, or officer of any of them (with respect to any matter involving the business practices or activities of his or her employer), been notified within the five (5) years preceding the date of this offer that any of them are the target of a criminal investigation, grand jury investigation, or civil enforcement proceeding?

Circle One: YES NO

If you have answered "YES" to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, the name of the court and the file or reference number of the case, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your proposal.

NOTE: If any response to any question set forth in this questionnaire has been disclosed in any other document, a response may be made by attaching a copy of such disclosure. (For example, said Offeror's most recent filings with the Securities and Exchange Commission ("SEC") may be provided if they are responsive to certain items within the questionnaire.) However, for purposes of

clarity, Offeror should correlate its responses with the exhibits by identifying the exhibit and its relevant text.

Disclosures must specifically address, completely respond and comply with all information requested and fully answer all questions requested by Fulton County. Such disclosure must be submitted at the time of the bid or proposal submission and included as a part of the bid/proposal submitted for this project. Disclosure is required for Offerors, joint venture partners and first-tier subcontractors.

Failure to provide required disclosure, submit officially signed and notarized documents or respond to any and all information requested/required by Fulton County can result in the bid/proposal declared as non-responsive. This document must be completed and included as a part of the bid/proposal package along with other required documents.

[SIGNATURES ON NEXT PAGE]

Under penalty of perjury, I declare that I have examined this questionnaire and all attachments hereto, if applicable, to the best of my knowledge and belief, and all statements contained hereto are true, correct, and complete.

On this _____ day of _____, 2007

(Legal Name of Proponent) (Date)

(Signature of Authorized Representative) (Date)

(Title)

Sworn to and subscribed before me,

this _____ day of _____, 2007

(Notary Public) (Seal)

Commission Expires _____
(Date)

SECTION 6

CONTRACT COMPLIANCE REQUIREMENTS

6.1 NON-DISCRIMINATION IN CONTRACTING AND PROCUREMENTS

It is the policy of Fulton County Government that discrimination against businesses by reason of the race, color, gender or national origin of the ownership of any such business is prohibited. Furthermore, it is the policy of the Board of Commissioners ("Board") that Fulton County and all vendors and contractors doing business with Fulton County shall provide to all businesses the opportunity to participate in contracting and procurement paid, in whole or in part, with monetary appropriations of the Board. Similarly, it is the policy of the Board that the contracting and procurement practices of Fulton County should not implicate Fulton County as either an active or passive participant in the discriminatory practices engaged in by private contractors or vendors seeking to obtain contracts with Fulton County.

Equal Business Opportunity Plan (EBO Plan): In addition to the proposal submission requirements, each vendor must submit an Equal Business Opportunity Plan (EBO Plan) with their bid/proposal. The EBO Plan is designed to enhance the utilization of a particular racial, gender or ethnic group by a bidder/proposer, contractor, or vendor or by Fulton County. The respondent must outline a plan of action to encourage and achieve diversity and equality in the available procurement and contracting opportunities with *this solicitation*.

The Plan must identify and include:

1. Potential opportunities within the scope of work of *this solicitation* that will allow for participation of racial, gender or ethnic groups. (Ex: subcontracting, joint venturing, etc.)
2. Efforts that will be made by the bidder/proposer to encourage and solicit minority and female business utilization in *this solicitation*. (Ex: media solicitation directed to M/FBEs, contacting Fulton County certified M/FBEs listed in the M/FBE Directory, etc.)

Fulton County encourages joint ventures, teaming, partnering and mentor-protégé relationships with minority and female businesses in an effort to achieve contracting and procurement diversity.

Prompt Payment: The prime contractor must certify in writing and must document on the Exhibit G Form (Prime Contractor/Subcontractor Utilization Report) that all subcontractors, sub-consultants and suppliers have been promptly paid for work and materials, (less any retainage by the prime contractor prior to receipt of any further progress payments). In the event the prime contractor is unable to pay subcontractors, sub-consultants or suppliers until it has received a progress payment from Fulton County, the prime contractor shall pay all subcontractors, sub-consultants or suppliers

funds due from said progress payment within forty-eight (48) hours of receipt of payment from Fulton County. In no event shall a subcontractor, sub-consultant or supplier be paid later than fifteen (15) days as provided for by state law.

6.2 REQUIRED FORMS AND EBO PLAN

In order to be compliant with the intent and provisions of the Fulton County Non-Discrimination in Purchasing and Contracting Ordinance (99-0960), bidders/proposers **must** submit the following completed documents. Failure to provide this information **shall** result in the proposal being deemed non-responsive.

- Exhibit A – Promise of Non-Discrimination
- Exhibit B – Employment Report
- Exhibit C – Schedule of Intended Subcontractor Utilization
- Exhibit D – Letter of Intent to Perform as a Subcontractor or Provide Materials or Services
- Exhibit E – Declaration Regarding Subcontractors Practices
- Exhibit F – Joint Venture Disclosure Affidavit
- Equal Business Opportunity Plan (EBO Plan). This document is not a form rather a statement created by the bidder/proposer on its company letter head addressing the EBO Plan requirements.

The following document must be completed as instructed if awarded the project:

- Exhibit G – Prime Contractor's Subcontractor Utilization Report

All Contract Compliance documents (Exhibits A – F and EBO Plan) are to be placed in a **separate sealed envelope** clearly marked "Contract Compliance". The EBO Plan must be submitted on company letterhead. These documents are considered part of and should be submitted with the Technical Proposal.

EXHIBIT A – PROMISE OF NON-DISCRIMINATION

"Know all persons by these presents, that I/We (_____),
Name

Title Firm Name
Hereinafter "Company", in consideration of the privilege to bid on or obtain contracts funded, in whole or in part, by Fulton County, hereby consent, covenant and agree as follows:

- 1) No person shall be excluded from participation in, denied the benefit of, or otherwise discriminated against on the basis of race, color, national origin or gender in connection with any bid submitted to Fulton County for the performance of any resulting there from,
- 2) That it is and shall be the policy of this Company to provide equal opportunity to all businesses seeking to contract or otherwise interested in contracting with this Company without regard to the race, color, gender or national origin of the ownership of this business,
- 3) That the promises of non-discrimination as made and set forth herein shall be continuing in nature and shall remain in full force and effect without interruption,
- 4) That the promise of non-discrimination as made and set forth herein shall be made a part of, and incorporated by reference into, any contract or portion thereof which this Company may hereafter obtain,
- 5) That the failure of this Company to satisfactorily discharge any of the promises of non-discrimination as made and set forth herein shall constitute a material breach of contract entitling the Board to declare the contract in default and to exercise any and all applicable rights and remedies, including but not limited to cancellation of the contract, termination of the contract, suspension and debarment from future contracting opportunities, and withholding and/or forfeiture of compensation due and owing on a contract; and
- 6) That the bidder shall provide such information as may be required by the Director of Contract Compliance pursuant to Section 4.4 of the Fulton County Non-Discrimination in Purchasing and Contracting Ordinance.

SIGNATURE: _____

ADDRESS: _____

TELEPHONE NUMBER: _____

EXHIBIT B – EMPLOYMENT REPORT

The demographic employment make-up for the bidder/proposer must be identified and submitted with this bid/proposal. In addition, if subcontractors will be utilized by the bidder/proposer to complete this project, then the demographic employment make-up of the subcontractor(s) must be identified and submitted with this bid.

EMPLOYEES

CATEGORY	NATIVE AMERICAN		AFRICAN AMERICAN		ASIAN AMERICAN		HISPANIC AMERICAN		CAUCASIAN AMERICAN		OTHER	
	M	F	M	F	M	F	M	F	M	F	M	F
Male/Female												
Mgmt/Official												
Professional												
Supervisors												
Office/ Clerical												
Craftsmen												
Laborers												
Other (specify)												
TOTALS												

FIRM'S NAME: _____

ADDRESS: _____

TELEPHONE NUMBER: _____

This completed form is for (Check one) _____ Bidder/Proposer _____
Subcontractor

Submitted by: _____ **Date Completed:** _____

EXHIBIT C - SCHEDULE OF INTENDED SUBCONTRACTOR UTILIZATION

If the bidder/proposer intends to subcontract any portion of this scope of work/service(s), this form **must be** completed and **submitted with the bid/proposal**. All prime bidders/proposers **must** include Letter(s) of Intent (Exhibit D) in the bid document for all subcontractors who will be utilized under the scope of work/services.

Prime Bidder/Proposer: _____

ITB/RFP Number: _____

Project Name or Description of Work/Service(s): _____

1. My firm, as Prime Bidder/Proposer on this scope of work/service(s) is _____ is not _____ a minority or female owned and controlled business enterprise. (Please indicate below the portion of work, including, percentage of bid/proposal amount that your firm will carry out directly):

2. If the Prime Bidder/Proposer is a Joint Venture, please complete Exhibit F: Joint Venture Disclosure Affidavit and attach a copy of the executed Joint Venture Agreement.

3. Sub-Contractors (including suppliers) to be utilized in the performance of this scope of work/service(s), if awarded, are:

SUBCONTRACTOR NAME: _____

ADDRESS: _____

PHONE: _____

CONTACT PERSON: _____

ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____

WORK TO BE PERFORMED: _____

DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE VALUE: _____ %

***Ethnic Groups: African American (AABE); Asian American (ABE); Hispanic American (HBE); Native American (NABE); White Female American (WFBE); **If yes, please attach copy of recent certification.**

SUBCONTRACTOR NAME: _____
ADDRESS: _____

PHONE: _____
CONTACT PERSON: _____
ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____
WORK TO BE PERFORMED: _____

DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE VALUE: _____ %

SUBCONTRACTOR NAME: _____
ADDRESS: _____

PHONE: _____
CONTACT PERSON: _____
ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____
WORK TO BE PERFORMED: _____

DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE VALUE: _____ %

SUBCONTRACTOR NAME: _____
ADDRESS: _____

PHONE: _____
CONTACT PERSON: _____
ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____
WORK TO BE PERFORMED: _____

DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE VALUE: _____ %

SUBCONTRACTOR NAME: _____
ADDRESS: _____

PHONE: _____
CONTACT PERSON: _____
ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____
WORK TO BE PERFORMED: _____

DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE VALUE: _____ %

***Ethnic Groups: African American (AABE); Asian American (ABE); Hispanic American (HBE); Native American (NABE); White Female American (WFBE); **If yes, please attach copy of recent certification.**

Total Dollar Value of Subcontractor Agreements: (\$)

Total Percentage Value: (%)

CERTIFICATION: The undersigned certifies that he/she has read, understands and agrees to be bound by the Bid/Proposer provisions, including the accompanying Exhibits and other terms and conditions regarding sub-contractor utilization. The undersigned further certifies that he/she is legally authorized by the Bidder/Proposer to make the statement and representation in this Exhibit and that said statements and representations are true and correct to the best of his/her knowledge and belief. The undersigned understands and agrees that if any of the statements and representations are made by the Bidder/Proposer knowing them to be false, or if there is a failure of the intentions, objectives and commitments set forth herein without prior approval of the County, then in any such event the Contractor's acts or failure to act, as the case may be, shall constitute a material breach of the contract, entitling the County to terminate the Contract for default. The right to so terminate shall be in addition to, and in lieu of, any other rights and remedies the County may have for other defaults under the contract.

Signature:_____ **Title:**_____

Firm or Corporate Name:_____

Address:_____

Telephone: () _____

Fax Number: () _____

Email Address:_____

EXHIBIT D

LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR OR PROVIDE MATERIALS OR SERVICES

This form **must** be completed by **ALL** known subcontractor and submitted with the bid/proposal. The Prime Contractor **must** submit Letters of Intent for **ALL** known subcontractors at time of bid submission.

To: _____
(Name of Prime Contractor Firm)

From: _____
(Name of Subcontractor Firm)

ITB/RFP Number: _____

Project Name: _____

The undersigned is prepared to perform the following described work or provide materials or services in connection with the above project (specify in detail particular work items, materials, or services to be performed or provided):

Description of Work	Project Commence Date	Project Completion Date	Estimated Dollar Amount

(Prime Bidder)

(Subcontractor)

Signature _____

Signature _____

Title _____

Title _____

Date _____

Date _____

EXHIBIT E - DECLARATION REGARDING SUBCONTRACTING PRACTICES

If the bidder/proposer **does not intend to subcontract** any portion of the scope of work services(s), this form **must be** completed and submitted with the bid/proposal.

_____ hereby declares that it is my/our intent to
(Bidder)

perform 100% of the work required for _____
(ITB/RFP Number)

(Description of Work)

In making this declaration, the bidder/proposer states the following:

1. That the bidder/proposer does not customarily subcontract elements of this type project, and normally performs and has the capability to perform and will perform **all elements** of the work on this project with his/her own current work forces;
2. If it should become necessary to subcontract some portion of the work at a later date, the bidder/proposer will comply with all requirements of the County's Non-Discrimination Ordinance in providing equal opportunities to all firms to subcontract the work. The determination to subcontract some portion of the work at a later date shall be made in good faith and the County reserves the right to require additional information to substantiate a decision made by the bidder/proposer to subcontract work following the award of the contract. Nothing contained in this provision shall be employed to circumvent the spirit and intent of the County's Non-Discrimination Ordinances;
3. The bidder will provide, upon request, information sufficient for the County to verify Item Number one.

AUTHORIZED COMPANY REPRESENTATIVE

Name: _____ Title: _____ Date: _____

Signature: _____

Firm: _____

Address: _____

Phone Number: _____

Fax Number: _____

Email Address: _____

EXHIBIT F - JOINT VENTURE DISCLOSURE AFFIDAVIT

ITB/RFP No. _____

Project Name _____

This form must be completed and submitted with the bid/proposal if a joint venture approach is to be undertaken.

In order to evaluate the extent of small, minority and female business involvement being proposed by a Bidder/Proposer, certain relevant information must be provided prior to contract award. The information requested below is to clearly identify and explain the extent of small business participation in the proposed joint venture. All items must be properly addressed before the business entity can be evaluated.

1. Firms:

1) Name of Business: _____

Street Address: _____

Telephone No.: _____

Nature of Business: _____

2) Name of Business: _____

Street Address: _____

Telephone No.: _____

Nature of Business: _____

3) Name of Business: _____

Street Address: _____

Telephone No.: _____

Nature of Business: _____

NAME OF JOINT VENTURE (If applicable): _____

ADDRESS: _____

PRINCIPAL OFFICE: _____

OFFICE PHONE: _____

Note: Attach additional sheets as required

1. Describe the capital contributions by each joint venturer and accounting thereof.
2. Describe the financial controls of the joint venture, e.g., will a separate cost center be established? Which venturer will be responsible for keeping the books? How will the expense therefore be reimbursed? What is the authority of each joint venture to commit or obligate the order?
3. Describe any ownership, options for ownership, or loans between the joint ventures. Identify terms thereof.
4. Describe the estimated contract cash flow for each joint venturer.
5. To what extent and by whom will the on-site work be supervised?
6. To what extent and by whom will the administrative office be supervised?
7. Which joint venturer will be responsible for material purchases including the estimated cost thereof? How will the purchase be financed?
8. Which joint venturer will provide equipment? What is the estimated cost thereof? How will the equipment be financed?
9. Describe the experience and business qualifications of each joint venturer.
10. Submit a copy of all joint venture agreements and evidence of authority to do business in the State of Georgia as well as locally, to include all necessary business licenses.
11. Percent of Minority/Female Business Enterprises ownership by each joint venture in terms of profit and loss sharing: _____

12. The authority of each joint venturer to commit or obligate the other: _____

13. Number of personnel to be involved in project, their crafts and positions and whether they are employees of the Minority/Female Business Enterprises enterprise, the majority firm or the joint venture: _____

14. Identification of control and participation in venture; list those individuals who are responsible for day-to-day management and policy decision-maker, including, but not limited to, those with prime responsibility for areas designated below; (use additional sheets if necessary)

<u>Name</u>	<u>Race</u>	<u>Sex</u>	<u>Financial Decisions</u>	<u>Supervision Field Operation</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

In connection with any work that these firms, as a joint venture, might be authorized to perform in connection with above captioned contract, we each do hereby authorize representatives of the Fulton County Department of Contract Compliance, Departments of Purchasing and Contract Compliance, and Finance, under the direction of the County Manager's Office, to examine, from time to time, the books, records and files to the extent that such relate to this County project.

WE DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THE FOREGOING DOCUMENT ARE TRUE AND CORRECT, AND THAT WE ARE AUTHORIZED, ON BEHALF OF THE ABOVE FIRMS, TO MAKE THIS AFFIDAVIT AND GRANT THE ABOVE PRIVILEGE.

FOR _____
(Company)

Date: _____
(Signature of Affiant)

(Printed Name)

(Company)

Date: _____
(Signature of Affiant)

(Printed Name)

State of _____:

County of _____:

On this ____ day of _____, 20____, before me, appeared _____, the undersigned officer, personally appeared _____, known to me to be the person described in the foregoing Affidavit and acknowledges that he (she) executed the same in the capacity therein stated and for the purpose therein contained.

EXHIBIT – G PRIME CONTRACTOR/SUB-CONTRACTOR UTILIZATION REPORT

This report **must** be submitted by the **tenth day** of each month, along with a copy of your monthly invoice (schedule of values/payment application) to Contract Compliance. Failure to comply **shall** result in the County commencing proceedings to impose sanctions to the prime contractor, in addition to pursuing any other available legal remedy. Sanctions may include the suspending of any payment or part thereof, termination or cancellation of the contract, and the denial of participation in any future contracts awarded by Fulton County.

REPORTING PERIOD		PROJECT NAME:	
FROM:		PROJECT NUMBER:	
TO:		PROJECT LOCATION:	

PRIME CONTRACTOR		Contract Award Date	Contract Award Amount	Change Order Amount	Contract Period	% Complete to Date
Name:						
Address:						
Telephone #:						

AMOUNT OF REQUISITION THIS PERIOD: \$ _____
 TOTAL AMOUNT REQUISITION TO DATE: \$ _____

SUBCONTRACTOR UTILIZATION (add additional rows as necessary)

Name of Sub-Contractor	Description of Work	Contract Amount	Amount Paid To Date	Amount Requisition This Period	Contract Period	
					Starting Date	Ending Date
TOTALS						

Executed By: _____
(Signature)

Notary: _____

 (Printed Name)

Date: _____

My Commission Expires: _____

Should you have questions regarding any of the documents contained in Section 6, please feel free to contact the Office of Contract Compliance at (404) 763-6300, for further assistance.

SECTION 7
INSURANCE AND RISK MANAGEMENT PROVISIONS

Insurance and Risk Management Provisions

It is Fulton County Government's practice to obtain Certificates of Insurance from our Contractors and Vendors. Insurance must be written by a licensed agent in a company licensed to write insurance in the State of Georgia. Respondents shall submit with the bid/proposal evidence of insurability satisfactory to Fulton County Government as to form and content. Either of the following forms of evidence is acceptable:

- A letter from an insurance carrier stating that upon your firm/company being the successful Bidder/Respondent that a Certificate of Insurance shall be issued in compliance with the Insurance and Risk Management Provisions outlined below.
- A Certificate of Insurance complying with the Insurance and Risk Management Provisions outlined below (Request for Bid/Proposal number and Project Description must appear on the Certificate of Insurance).

Upon award, the Contractor/Vendor must maintain at their expense, insurance with policy limits equal to or greater than the limits described below. Any and all Insurance Coverage(s) and Bonds required under the terms and conditions of the contract shall be maintained during the entire length of the contract, including any extensions or renewals thereto, and until all work has been completed to the satisfaction of Fulton County Government.

Accordingly the Respondent shall provide a certificate evidencing the following:

1. WORKERS COMPENSATION/EMPLOYER'S LIABILITY INSURANCE – STATUTORY (In compliance with the Georgia Workers Compensation Acts and any other State or Federal Acts or Provisions in which jurisdiction may be granted)

Employer's Liability Insurance	BY ACCIDENT - EACH ACCIDENT	\$500,000
Employer's Liability Insurance	BY DISEASE - POLICY LIMIT	\$500,000
(Aggregate)	BY DISEASE - EACH EMPLOYEE	\$500,000

2. COMMERCIAL GENERAL LIABILITY INSURANCE (Including contractual Liability Insurance)

Bodily Injury and Property Damage Liability	Each Occurrence	-	\$1,000,000
(Other than Products/Completed Operations)	General Aggregate	-	\$2,000,000
Products\Completed Operation	Aggregate Limit	-	\$1,000,000
Personal and Advertising Injury	Limits	-	\$1,000,000
Fire Damage	Limits	-	\$ 100,000

3. BUSINESS AUTOMOBILE LIABILITY INSURANCE
Combined Single Limits Each Occurrence - \$1,000,000
(Including operation of non-owned, owned, and hired automobiles).

4. ELECTRONIC DATA PROCESSING LIABILITY
(Required if computer contractor) Limits - \$1,000,000

5. UMBRELLA LIABILITY
(In excess of above noted coverage's) Each Occurrence - \$2,000,000

6. PROFESSIONAL LIABILITY Each Occurrence - \$1,000,000
(Required if respondent providing bid/quotation for professional services).

7. **FIDELITY BOND**

(Employee Dishonesty)

Each Occurrence

-

\$ 100,000

8. **BUILDERS RISK:** *If the bid/quotation involves construction-related services the respondent will provide* "All-risk" form of builder's risk insurance providing coverage against loss or damage by fire or other peril on an "all-risk" form, including demolition and increased cost of construction, debris removal and the full replacement cost of the Project foundations and containing an agreed amount endorsement, and, until Final Completion and Acceptance of the Project. Such policy of insurance shall contain at least the following sub-limits of insurance and deductibles:

Sub-limits:

Property in Transit	\$1,000,000
Property in Offsite Storage	\$1,000,000
Plans & Blueprints	\$25,000
Debris Removal	25% of Insured Physical Loss
Delay in Completion / Soft Cost	TBD

Deductibles:

Flood and Earthquake	\$25,000
Water Damage other than Flood	\$100,000
All other Perils	\$10,000

Owner and Contractor waive all rights against each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to this Section, or other property insurance applicable to the Work, accept such rights as they have to the proceeds of such insurance.

Certificates shall state that the policy or policies shall not expire, be cancelled or altered without at least thirty (30) days prior written notice to Fulton County Government. Policies and Certificates of Insurance are to list Fulton County Government as an Additional Insured (except for Workers' Compensation) and shall conform to all terms and conditions (including coverage of the indemnification and hold harmless agreement) contained in the Insurance and Risk Management Provisions.

If Fulton County Government shall so request, the Respondent, Contractor or Vendor will furnish the County for its inspection and approval such policies of insurance with all endorsements, or confirmed specimens thereof certified by the insurance company to be true and correct copies.

Such certificates and notices shall be sent to:

Fulton County Government – Department of Purchasing and Contract Compliance
130 Peachtree Street, S.W.
Suite 1168
Atlanta, Georgia 30303-3459

It is understood that **Insurance in no way limits the Liability of the Contractor/Vendor.**

USE OF PREMISES

Contractor shall confine its apparatus, the storage of materials and the operations of its workers to limits/requirements indicated by law, ordinance, permits and any restrictions of Fulton County Government and shall not unreasonably encumber the premises with its materials.

PROTECTION OF PROPERTY

Contractor will adequately protect its own work from damage, will protect Fulton County Government's property from damage or loss and will take all necessary precautions during the progress of the work to protect all persons and the property of others from damage or loss.

Contractor shall take all necessary precautions for the safety of employees of the work and shall comply with all applicable provisions of the Federal, State and local safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to the premises where work is being performed.

Contractor shall erect and properly maintain at all times as required by the conditions and progress of the work, all necessary safeguards for the protection of its employees, Fulton County Government employees and the public and shall post all applicable signage and other warning devices to protect against potential hazards for the work being performed.

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

Contractor/Vendor hereby agrees to release, indemnify, defend and hold harmless Fulton County, its Commissioners, officers, employees, subcontractors, successors, assigns and agents, from and against any and all losses (including death), claims, damages, liabilities, costs and expenses (including but not limited to all actions, proceedings, or investigations in respect thereof and any costs of judgments, settlements, court costs, attorney's fees or expenses, regardless of the outcome of any such action, proceeding, or investigation), caused by, relating to, based upon or arising out of any act or omission by Contractor/Vendor, its directors, officers, employees, subcontractors, successors, assigns or agents, or otherwise in connection (directly or indirectly) with its acceptance, or the performance, or nonperformance, of its obligations under these agreements. Such obligations shall not be construed to negate, abridge or otherwise reduce any other rights or obligations of indemnity which would otherwise exist as to any party or person as set forth in this paragraph.

Contractor/Vendor's obligation to protect, defend, indemnify and hold harmless, as set forth hereinabove, shall also include, but is not limited to, any matter arising out of any actual or alleged infringement of any patent, trademark, copyright, or service mark, or other actual or alleged unfair competition disparagement of product or service, or other tort or any type whatsoever, or any actual or alleged violation of trade regulations.

Contractor/Vendor further agrees to protect, defend, indemnify and hold harmless Fulton County, its Commissioners, officers, employees, subcontractors, successors, assigns and agents from and against any and all claims or liability for compensation under the Worker's Compensation Act, Disability Benefits Act, or any other employee benefits act arising out of injuries sustained by any employees of Contractor/Vendor. These indemnities shall not be limited by reason of the listing of any insurance coverage.

If the bid/quotation involves construction services Contractor/Vendor will be responsible fully for any and all damage to the work during the course of construction, until the point of Final acceptance by Fulton County.

FULTON COUNTY ACKNOWLEDGES THAT ALL PROVISIONS OF THIS INDEMNITY AGREEMENT MAY NOT BE APPLICABLE TO THE CONTRACTOR/VENDOR'S BUSINESS. TO THE EXTENT THAT

CONTRACTOR/VENDOR MAY DEMONSTRATE SUCH NONAPPLICABILITY, FULTON COUNTY MAY NEGOTIATE AMENDMENTS TO THIS AGREEMENT AS THE CIRCUMSTANCES DICTATE.

CONTRACTOR/VENDOR ACKNOWLEDGES HAVING READ, UNDERSTANDING, AND AGREEING TO COMPLY WITH THIS INDEMNIFICATION AND HOLD HARMLESS AGREEMENT, AND THE REPRESENTATIVE OF THE CONTRACTOR/VENDOR IDENTIFIED BELOW IS AUTHORIZED TO SIGN CONTRACTS ON BEHALF OF THE RESPONDING CONTRACTOR/VENDOR.

COMPANY: _____ SIGNATURE: _____

NAME: _____ TITLE: _____ DATE: _____

SECTION 8
SAMPLE CONTRACT

[Insert Sample Contract following this page]



FULTON COUNTY

Vision

People Families Neighborhoods

Mission

*To serve, protect and govern in concert with
local municipalities*

Values

*People Customer Services
Ethics Resource Management
Innovation Equal Opportunity*

CONTRACT DOCUMENTS FOR

PROJECT NUMBER

PROJECT TITLE

For

DEPARTMENT NAME

Index of Articles

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ARTICLE 42. WAGE CLAUSE

CONTRACT AGREEMENT

Consultant: **[Insert Consultant Name]**

Contract No.: **[Insert Project Number and Title]**

Address: **[Insert Consultant Address]**
City, State

Telephone: **[Insert Consultant telephone #]**

Facsimile: **[Insert Consultant Facsimile #]**

Contact: **[Insert Consultant Contact Name]**
[Insert Consultant Contact Title]

This Agreement made and entered into effective the _____ day of _____, 20____ by and between **FULTON COUNTY, GEORGIA**, a political subdivision of the State of Georgia, hereinafter referred to as "**County**", and **[Insert Consultant Company Name]** to provide professional consulting services in Georgia, hereinafter referred to as "**Consultant**".

WITNESSETH

WHEREAS, County through its **[Insert User Department Name]** hereinafter referred to as the "**Department**", desires to retain a qualified and experienced Consultant to perform **[Insert project description/services to be provided]**, hereinafter, referred to as the "**Project**".

WHEREAS, Consultant has represented to County that it is experienced and has qualified and local staff available to commit to the Project and County has relied upon such representations.

NOW THEREFORE, for and in consideration of the mutual covenants contained herein, and for other good and valuable consideration, County and Consultant agree as follows:

ARTICLE 1. CONTRACT DOCUMENTS

County hereby engages Consultant, and Consultant hereby agrees, to perform the services hereinafter set forth in accordance with this Agreement, consisting of the following contract documents:

- I. Form of Agreement;
- II. Addenda;
- III. Exhibit A: General Conditions;
- IV. Exhibit B: Special Conditions [where applicable];

-
- V. Exhibit C: Scope of Work
 - VI. Exhibit D: Project Deliverables;
 - VII. Exhibit E: Compensation;
 - VIII. Exhibit F: Office of Contract Compliance Forms;
 - IX. Exhibit G: Insurance and Risk Management Forms

The foregoing documents constitute the entire Agreement of the parties pertaining to the Project hereof and is intended as a complete and exclusive statement of promises, representations, discussions and agreements oral or otherwise that have been made in connection therewith. No modifications or amendment to this Agreement shall be binding upon the parties unless the same is in writing, conforms to Fulton County Policy and Procedure 800-6 governing change orders, is signed by the County's and the Consultant's duly authorized representatives, and entered upon the meeting minutes of the Fulton County Board of Commissioners.

If any portion of the Contract Documents shall be in conflict with any other portion, the various documents comprising the Contract Documents shall govern in the following order of precedence: 1) the Agreement, 2) the RFP, 3) any Addenda, 4) change orders, 5) the exhibits, and 6) portions of Consultant's proposal that was accepted by the County and made a part of the Contract Documents.

The Agreement was approved by the Fulton County Board of Commissioners on **[Insert Board of Commissioners approval date and item number]**.

ARTICLE 2. **SEVERABILITY**

If any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement, which shall remain in full force and effect, and enforceable in accordance with its terms.

ARTICLE 3. **DESCRIPTION OF PROJECT:**

County and Consultant agree the Project is to perform **[Insert project description]**. All exhibits referenced in this agreement are incorporated by reference and constitute an integral part of this Agreement as if they were contained herein.

ARTICLE 4. **SCOPE OF SERVICES**

Unless modified in writing by both parties in the manner specified in the agreement, duties of Consultant shall not be construed to exceed those services specifically set forth herein. Consultant agrees to provide all services, products, and data and to perform all tasks described in Exhibit C, Scope of Services.

ARTICLE 5. **DELIVERABLES**

Consultant shall deliver to County all reports prepared under the terms of this Agreement that are specified in Exhibit D, Project Deliverables. Consultant shall provide to County all deliverables specified in Exhibit D, Project Deliverables. Deliverables shall be furnished to County by Consultant in a media of form that is acceptable and usable by County at no additional cost at the end of the project.

ARTICLE 6. **SERVICES PROVIDED BY COUNTY**

Consultant shall gather from County all available non-privileged data and information pertinent to the performance of the services for the Project. Certain services as described in Exhibit C, Scope of Services, if required, will be performed and furnished by County in a timely manner so as not to unduly delay Consultant in the performance of said obligations. County shall have the final decision as to what data and information is pertinent.

County will appoint in writing a County authorized representative with respect to work to be performed under this Agreement until County gives written notice of the appointment of a successor. The County's authorized representative shall have complete authority to transmit instructions, receive information, and define County's policies, consistent with County rules and regulations. Consultant may rely upon written consents and approvals signed by County's authorized representative that are consistent with County rules and regulations.

ARTICLE 7. **MODIFICATIONS**

If during the course of performing the Project, County and Consultant agree that it is necessary to make changes in the Project as described herein and referenced exhibits, such changes will be incorporated by written amendments in the form of Change Orders to this Agreement. Any such Change Order and/or supplemental agreement shall not become effective or binding unless approved by the Board of Commissioners and entered on the minutes. Such modifications shall conform to the requirements of Fulton County Policy 800-6, which is incorporated by reference herein.

ARTICLE 8. **SCHEDULE OF WORK**

Consultant shall not proceed to furnish such services and County shall not become obligated to pay for same until a written authorization to proceed (Notice to Proceed) has been sent to Consultant from County. The Consultant shall begin work under this Agreement no later than five (5) days after the effective date of notice to proceed.

ARTICLE 9. CONTRACT TERM

[Insert contract term and any renewal options]

ARTICLE 10. COMPENSATION

Compensation for work performed by Consultant on Project shall be in accordance with the payment provisions and compensation schedule, attached as Exhibit E, Compensation.

The total contract amount for the Project shall not exceed ***[Insert amount approved by BOC]***, which is full payment for a complete scope of services.

ARTICLE 11. PERSONNEL AND EQUIPMENT

Consultant shall designate in writing a person(s) to serve as its authorized representative(s) who shall have sole authority to represent Consultant on all manners pertaining to this contract.

Consultant represents that it has secured or will secure, at its' own expense, all equipment and personnel necessary to complete this Agreement, none of whom shall be employees of or have any contractual relationship with County. All of the services required hereunder will be performed by Consultant under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under law to perform such services.

Written notification shall be immediately provided to County upon change or severance of any of the authorized representative(s), listed key personnel or subcontractor performing services on this Project by Consultant. No changes or substitutions shall be permitted in Consultant's key personnel or subcontractor as set forth herein without the prior written approval of the County. Requests for changes in key personnel or subcontractors will not be unreasonably withheld by County.

ARTICLE 12. SUSPENSION OF WORK

Suspension Notice: The County may by written notice to the Consultant, suspend at any time the performance of all or any portion of the services to be performed under this Agreement. Upon receipt of a suspension notice, the Consultant must, unless the notice requires otherwise:

-
- 1) Immediately discontinue suspended services on the date and to the extent specified in the notice;
 - 2) Place no further orders or subcontracts for material, services or facilities with respect to suspended services, other than to the extent required in the notice; and
 - 3) Take any other reasonable steps to minimize costs associated with the suspension.

Notice to Resume: Upon receipt of notice to resume suspended services, the Consultant will immediately resume performance under this Agreement as required in the notice.

ARTICLE 13. DISPUTES

Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the Fulton County Board of Tax Assessors designated representative. The representative shall reduce the decision to writing and mail or otherwise furnish a copy thereof to the Consultant. The Consultant shall have 30 days from date the decision is sent to appeal the decision to the County Manager or his designee by mailing or otherwise furnishing to the County Manager or designee, copy of the written appeal. The decision of the County Manager or his designee for the determination of such appeal shall be final and conclusive. This condition shall not be pleaded in any suit involving a question of fact arising under this Agreement, unless the same is fraudulent, or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith, or is not supported by substantial evidence. In connection with any appeal proceeding under this clause, Consultant shall be afforded an opportunity to be heard and to offer evidence in support of an appeal. Pending any final decision of a dispute hereunder, Consultant shall proceed diligently with performance of the Agreement and in accordance with the decision of the Tax Assessors designated representative.

ARTICLE 14. TERMINATION OF AGREEMENT FOR CAUSE

- (1) Either County or Consultant may terminate work under this Agreement in the event the other party fails to perform in accordance with the provisions of the Agreement. Any party seeking to terminate this Agreement is required to give thirty (30) days prior written notice to the other party.
- (2) Notice of termination shall be delivered by certified mail with receipt for delivery returned to the sender.
- (3) **TIME IS OF THE ESSENCE** and if the Consultant refuses or fails to perform the work as specified in Exhibit C, Scope of Services and maintain the scheduled level of effort as proposed, or any separable part thereof, with such diligence as will insure completion of the work within the specified time period, or any extension or tolling there of, or fails to complete said work within such time. The

County may exercise any remedy available under law or this Agreement. Failure to maintain the scheduled level of effort as proposed or deviation from the aforesaid proposal without prior approval of County shall constitute cause for termination

- (4) The County may, by written notice to Consultant, terminate Consultant's right to proceed with the Project or such part of the Project as to which there has been delay. In such event, the County may take over the work and perform the same to completion, by contract or otherwise, and Consultant shall be required to provide all copies of finished or unfinished documents prepared by Consultant under this Agreement to the County as stated in Exhibit D, "Project Deliverables".
- (5) Consultant shall be entitled to receive compensation for any satisfactory work completed on such documents as reasonably determined by the County.
- (6) Whether or not the Consultant's right to proceed with the work has been terminated, the Consultant shall be liable for any damage to the County resulting from the Consultant's refusal or failure to complete the work within the specified time period, and said damages shall include, but not be limited to, any additional costs associated with the County obtaining the services of another Consultant to complete the project.

ARTICLE 15. **TERMINATION FOR CONVENIENCE OF COUNTY**

Notwithstanding any other provisions, the County may terminate this Agreement for its convenience at any time by a written notice to Consultant. If the Agreement is terminated for convenience by the County, as provided in this article, Consultant will be paid compensation for those services actually performed. Partially completed tasks will be compensated for based on a signed statement of completion to be submitted by Consultant which shall itemize each task element and briefly state what work has been completed and what work remains to be done.

ARTICLE 16. **WAIVER OF BREACH**

The waiver by either party of a breach or violation of any provision of this Agreement, shall not operate or be construed to be, a waiver of any subsequent breach or violation of the same or other provision thereof.

ARTICLE 17. **INDEPENDENT CONTRACTOR**

Consultant shall perform the services under this Agreement as an independent contractor and nothing contained herein shall be construed to be inconsistent with such relationship or status. Nothing in this Agreement shall be interpreted or construed to constitute Consultant or any of its agents or employees to be the agent, employee or representative of County.

ARTICLE 18. **PROFESSIONAL RESPONSIBILITY**

Consultant represents that it has, or will secure at its own expenses, all personnel appropriate to perform all work to be completed under this Agreement;

All the services required hereunder will be performed by Consultant or under the direct supervision of Consultant. All personnel engaged in the Project by Consultant shall be fully qualified and shall be authorized or permitted under applicable State and local law to perform such services.

None of the work or services covered by this Agreement shall be transferred, assigned, or subcontracted by Consultant without the prior written consent of the County.

ARTICLE 19. **COOPERATION WITH OTHER CONSULTANTS**

Consultant will undertake the Project in cooperation with and in coordination with other studies, projects or related work performed for, with or by County's employees, appointed committee(s) or other Consultants. Consultant shall fully cooperate with such other related Consultants and County employees or appointed committees. Consultant shall provide within his schedule of work, time and effort to coordinate with other Consultants under contract with County. Consultant shall not commit or permit any act, which will interfere with the performance of work by any other consultant or by County employees. Consultant shall not be liable or responsible for the delays of third parties not under its control nor affiliated with the Consultant in any manner.

ARTICLE 20. **ACCURACY OF WORK**

Consultant shall be responsible for the accuracy of his work and shall promptly correct its errors and omissions without additional compensation. Acceptance of the work by the County will not relieve Consultant of the responsibility of subsequent corrections of any errors and the clarification of any ambiguities. Consultant shall prepare any plans, report, fieldwork, or data required by County to correct its errors or omissions. The above consultation, clarification or correction shall be made without added compensation to Consultant. Consultant shall give immediate attention to these changes so there will be a minimum of delay to others.

ARTICLE 21. **REVIEW OF WORK**

Authorized representatives of County may at all reasonable times review and inspect Project activities and data collected under this Agreement and amendments thereto. All reports, drawings, studies, specifications, estimates, maps and computations prepared by or for Consultant, shall be available to authorized representatives of County for inspection and review at all reasonable times in the main office of County. Acceptance shall not relieve Consultant of its professional obligation to correct, at its expense, any of its errors in work. County may request at any time and Consultant shall produce progress prints or copies of any work as performed under this Agreement. Refusal by Consultant to submit progress reports and/or plans shall be cause for County, without any liability thereof, to withhold payment to consultant until Consultant complies with County's request in this regard. County's review recommendations shall be incorporated into the plans by Consultant.

ARTICLE 22. INDEMNIFICATION

The Consultant shall indemnify, defend and hold harmless the County, its officers, agents, employees and successors and assigns from and against any and all liability, loss, damages, claims, suits, liens, and judgments including attorneys fees, of whatever nature, including claims for contributions and/or indemnification, for injuries to or death or any person or persons, or damage to property or other rights of any person or persons caused by (1) any failure by the Consultant to perform its obligations under this Agreement; (2) the negligent, intentional or willful misconduct of the Consultant or any of its officers, directors, employees, representatives, agents or Subcontractors in connection with this Agreement; (3) Consultant's fault; or (4) the performance of the Consultant's obligations under this Agreement. The Consultant shall also indemnify the County to the extent provided elsewhere in this Agreement. To the extent there is a determination that Consultant has acted as an agent of the County, the Consultant is specifically excluded from the term "agent" mentioned in the previous sentence, such that Consultant will be required to comply with the requirements of this Article. Consultant's obligation to protect, defend, indemnify, and hold harmless, as set forth hereinabove, shall also included but not limited to any matter arising out of any actual or alleged infringement of any patent, trademark, copyright, or service mark, or any actual or alleged unfair competition disparagement of produce or service, or other business tort of any type whatsoever, or any actual or alleged violation of trade regulations. Consultant shall not indemnify or hold harmless the County for the sole acts or omissions of employees or officers of the County. Consultant further agrees to protect, defend, indemnify and hold harmless County, its officers, agents and employees from and against any and all claims or liability for compensation under the Worker's Compensation Act arising out of injuries sustained by any employees of Consultant. These Consultant indemnities shall not be limited by reason of the listing of any insurance coverage.

These indemnity provisions are for the protection of the County indemnities only and shall not establish, of themselves, any liability to third parties. The provisions of this article shall survive termination of this Agreement.

ARTICLE 23. CONFIDENTIALITY

Consultant agrees that its conclusions and any reports are for the confidential information of County and that it will not disclose its conclusions in whole or in part to any persons whatsoever, other than to submit its written documentation to County, and will only discuss the same with it or its authorized representatives, except as required under this Agreement to provide information to the public. Upon completion of this Agreement term, all documents, reports, maps, data and studies prepared by Consultant pursuant thereto and any equipment paid for by County as a result of this Agreement, shall become the property of County and be delivered to the Chief Appraiser, County Board of Tax Assessors.

Articles, papers, bulletins, reports, or other materials reporting the plans, progress, analyses, or results and findings of the work conducted under this Agreement shall not be presented publicly or published without prior approval in writing of County.

It is further agreed that if any information concerning the Project, its conduct results, or data gathered or processed should be released by Consultant without prior approval from County, the release of the same shall constitute grounds for termination of this Agreement without indemnity to Consultant, but should any such information be released by County or by Consultant with such prior written approval, the same shall be regarded as Public information and no longer subject to the restrictions of this Agreement.

ARTICLE 24. OWNERSHIP OF INTELLECTUAL PROPERTY AND INFORMATION

Consultant agrees that Fulton County is the sole owner of all information, data, and materials that are developed or prepared subject to this Agreement. Consultant or any subcontractor is not allowed to use or sell any information subject to this contract for educational, publication, profit, research or any other purpose without the written and authorized consent of the **[Insert User Department Representative for project]**. All electronic files used in connection to this Agreement, which are by definition, any custom software files used in connection to this Agreement, (collectively, the "Software"), shall be turned over to the County for its use after termination hereof and Consultant shall have no interest of any kind in such electronic files. Any required licenses and fees for the Software or other required materials shall be purchased and/or paid for by Consultant and registered in the name of the **[Insert User Department Representative for project]**, if possible. The Software as defined hereunder, specifically excludes all software, documentation, information, and materials in which Consultant has pre-existing proprietary rights and/or has otherwise been licensed to Consultant prior to this Agreement, and any upgrades, updates, modifications or enhancements thereto. Consultant agrees to provide at no cost to County any upgrades to any software used in connection with this Agreement which may be subsequently developed or upgraded for a period of three (3) years from the date of completion of the work under the Agreement, except in the case of commercial

Software licensed to the County or **[Insert User Department Representative for project]**. Any information developed for use in connection with this Agreement may be released as public domain information by the County at its sole discretion.

ARTICLE 25. **COVENANT AGAINST CONTINGENT FEES**

Consultant warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees maintained by Consultant for the purpose of securing business and that Consultant has not received any non-County fee related to this Agreement without the prior written consent of County. For breach or violation of this warranty, County shall have the right to annul this Agreement without liability or at its discretion to deduct from the Contract Price or consideration the full amount of such commission, percentage, brokerage or contingent fee.

ARTICLE 26. **INSURANCE**

Consultant agrees to obtain and maintain during the entire term of this Agreement, all of the insurance required as specified in the Agreement documents, Exhibit G, Insurance and Risk Management Forms, with the County as an additional insured and shall furnish the County a Certificate of Insurance showing the required coverage. The cancellation of any policy of insurance required by this Agreement shall meet the requirements of notice under the laws of the State of Georgia as presently set forth in the Georgia Code.

ARTICLE 27. **PROHIBITED INTEREST**

Section 27.01 **Conflict of interest:**

Consultant agrees that it presently has no interest and shall acquire no interest direct or indirect that would conflict in any manner or degree with the performance of its service hereunder. Consultant further agrees that, in the performance of the Agreement, no person having any such interest shall be employed.

Section 27.02 **Interest of Public Officials:**

No member, officer or employee of County during his tenure shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

ARTICLE 28. **SUBCONTRACTING**

Consultant shall not subcontract any part of the work covered by this Agreement or permit subcontracted work to be further subcontracted without prior written approval of County.

ARTICLE 29. **ASSIGNABILITY**

Consultant shall not assign or subcontract this Agreement or any portion thereof without the prior expressed written consent of County. Any attempted assignment or subcontracting by Consultant without the prior expressed written consent of County shall at County's sole option terminate this Agreement without any notice to Consultant of such termination. Consultant binds itself, its successors, assigns, and legal representatives of such other party in respect to all covenants, agreements and obligations contained herein.

ARTICLE 30. **ANTI-KICKBACK CLAUSE**

Salaries of engineers, surveyors, draftsmen, clerical and technicians performing work under this Agreement shall be paid unconditionally and not less often than once a month without deduction or rebate on any account except only such payroll deductions as are mandatory by law. Consultant hereby promises to comply with all applicable "Anti-Kickback" Laws, and shall insert appropriate provisions in all subcontracts covering work under this Agreement.

ARTICLE 31. **AUDITS AND INSPECTORS**

At any time during normal business hours and as often as County may deem necessary, Consultant shall make available to County and/or representatives of the County for examination all of its records with respect to all matters covered by this Agreement.

It shall also permit County and/or representative of the County to audit, examine and make copies, excerpts or transcripts from such records of personnel, conditions of employment and other data relating to all matters covered by this Agreement. Consultant's records of personnel, conditions of employment, and financial statements (hereinafter "Information") constitute trade secrets and are considered confidential and proprietary by Consultant. To the extent County audits or examines such Information related to this Agreement, County shall not disclose or otherwise make available to third parties any such Information without Consultant's prior written consent unless required

to do so by a court order. Nothing in this Agreement shall be construed as granting County any right to make copies, excerpts or transcripts of such information outside the area covered by this Agreement without the prior written consent of Consultant. Consultant shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred on the Project and used in support of its proposal and shall make such material available at all reasonable times during the period of the Agreement and for three years from the date of final payment under the Agreement, for inspection by County or any reviewing agencies and copies thereof shall be furnished upon request and at no additional cost to County. Consultant agrees that the provisions of this Article shall be included in any Agreements it may make with any subcontractor, assignee or transferee.

ARTICLE 32. **ACCOUNTING SYSTEM**

Consultant shall have an accounting system, which is established, and maintaining in accordance with generally accepted accounting principles. Consultant must account for cost in a manner consistent with generally accepted accounting procedures, as approved by Fulton County.

ARTICLE 33. **VERBAL AGREEMENT**

No verbal agreement or conversation with any officer, agent or employee of County either before, during or after the execution of this Agreement, shall affect or modify any of the terms of obligations herein contained, nor shall such verbal agreement or conversation entitle Consultant to any additional payment whatsoever under the terms of this Agreement. All changes to this shall be in writing and the form of a change order in supplemental agreement, approved by the County, and entered on the Minutes of the Board of Commissioners.

ARTICLE 34. **NOTICES**

All notices shall be in writing and delivered in person or transmitted by certified mail, postage prepaid.

Notice to County, shall be addressed as follows:

[Insert User Department Representative Position for project]

[Insert User Department Address]

Atlanta, Georgia 30303

Telephone:

Facsimile:

Attention: **[Insert User Department Representative for project]**

With a copy to:

Fulton County Department of Purchasing
Purchasing Director
130 Peachtree Street, Suite 1168
Atlanta, Georgia 30303
Telephone: (404) 730-5800
Facsimile: (404) 893-6273
Attention: Jerome Noble

Notices to Consultant shall be addressed as follows:

[Insert Consultant Representative for project]

[Insert Consultant Address]

Telephone:

Facsimile:

Attention: **[Insert Consultant Representative for project]**

ARTICLE 35. JURISDICTION

This Agreement shall be administered and interpreted under the laws of the State of Georgia. Jurisdiction of litigation arising from this Agreement shall be in that state. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of this Agreement shall be in full force and effect.

Whenever reference is made in the Agreement to standards or codes in accordance with which work is to be performed, the edition or revision of the standards or codes current on the effective date of this Agreement shall apply, unless otherwise expressly stated.

ARTICLE 36. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this Agreement, Consultant agrees as follows:

Section 36.01 Consultant will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin;

Section 36.02 Consultant will, in all solicitations or advertisements for employees placed by, or on behalf of, Consultant state that all qualified applicants, will receive consideration for employment without regard to race, creed, color, sex or national origin;

Section 36.03 Consultant will cause the foregoing provisions to be inserted in all subcontracts for any work covered by the Agreement so that such provision will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

ARTICLE 37. **FORCE MAJEURE**

Neither County nor Consultant shall be deemed in violation of this Agreement if either is prevented from performing its obligations hereunder for any reason beyond its control, including but not limited to acts of God, civil or military authority, act of public enemy, accidents, fires, explosions, earthquakes, floods or catastrophic failures of public transportation, provided however, that nothing herein shall relieve or be construed to relieve Consultant from performing its obligations hereunder in the event of riots, rebellions or legal strikes.

ARTICLE 38. **OPEN RECORDS ACT**

The Georgia Open Records Act, O.C.G.A. Section 50-18-70 et seq., applies to this Agreement. The Consultant acknowledges that any documents or computerized data provided to the County by the Consultant may be subject to release to the public. The Consultant also acknowledges that documents and computerized data created or held by the Consultant in relation to the Agreement may be subject to release to the public, to include documents turned over to the County. The Consultant shall cooperate with and provide assistance to the County in rapidly responding to Open Records Act requests. The Consultant shall notify the County of any Open Records Act requests no later than 24 hours following receipt of any such requests by the Consultant. The Consultant shall promptly comply with the instructions or requests of the County in relation to responding to Open Records Act requests.

ARTICLE 39. **CONSULTANT'S COMPLIANCE WITH ALL ASSURANCES OR PROMISES MADE IN RESPONSE TO PROCUREMENT**

Where the procurement documents do not place a degree or level of service relating to the scope of work, M/FBE participation, or any other matter relating to the services being procured, should any Consultant submit a response to the County promising to provide a certain level of service for the scope of work, M/FBE participation, or any other matter, including where such promises or assurances are greater than what is required by the procurement documents, and should this response containing these promises or assurances be accepted by the County and made a part of the Contract Documents, then the degree or level of service promised relating to the scope of work, M/FBE participation, or other matter shall be considered to be a material part of the Agreement between the Consultant and the County, such that the Consultant's failure to provide the agreed upon degree or level of service or participation shall be a material breach of the Agreement giving the County just cause to terminate the Agreement for cause, pursuant to ARTICLE 14 of the Agreement.

ARTICLE 40. **INVOICING AND PAYMENT**

Consultant shall submit monthly invoices for work performed during the previous calendar month, in a form acceptable to the County and accompanied by all support documentation requested by the County, for payment and for services that were completed during the preceding phase. The County shall review for approval of said invoices. The County shall have the right not to pay any invoice or part thereof if not properly supported, or if the costs requested or a part thereof, as determined by the County, are reasonably in excess of the actual stage of completion.

Time of Payment: Invoices for payment shall be submitted to County by the first (1st) calendar day of the month to facilitate processing for payment in that same month. Invoices received after the first (1st) calendar day of the month may not be paid until the last day of the following month. The County shall make payments to Consultant by U.S. mail approximately thirty (30) days after receipt of a proper invoice. Parties hereto expressly agree that the above contract term shall supersede the rates of interest, payment periods, and contract and subcontract terms provided for under the Georgia Prompt Pay Act, O.C.G.A. 13-11-1 et seq., pursuant to 13-11-7(b), and the rates of interest, payment periods, and contract and subcontract terms provided for under the Prompt Pay Act shall have no application to this Agreement; parties further agree that the County shall not be liable for any interest or penalty arising from late payments.

Submittal of Invoices: Consultant shall submit all invoices in original and one (1) copy to:

[Insert User Department Representative Position for project]

[Insert User Department Address]

Atlanta, Georgia 30303

Telephone:

Facsimile:

Attention: **[Insert User Department Representative for project]**

Consultant's cumulative invoices shall not exceed the total not-to-exceed fee established for this Agreement.

Optional: [A narrative of one (1) page only, listing the scope of services billed for shall accompany each invoice.]

County's Right to Withhold Payments: The County may withhold payments for services that involve disputed costs, involve disputed audits, or are otherwise performed in an inadequate fashion. Payments withheld by the County will be released and paid to the Consultant when the services are subsequently performed adequately and on a timely basis, the causes for disputes are reconciled or any other remedies or actions stipulated by the County are satisfied. The County shall promptly pay any undisputed items contained in such invoices.

Payment of Sub-consultants/Suppliers: The Consultant must certify in writing that all sub-consultants of the Consultant and suppliers have been promptly paid for work and

materials and previous progress payments received. In the event the prime Consultant is unable to pay sub-consultants or suppliers until it has received a progress payment from Fulton County, the prime Consultant shall pay all sub-consultants or supplier funds due from said progress payments within forty-eight (48) hours of receipt of payment from Fulton County and in no event later than fifteen days as provided for by State Law.

Acceptance of Payments by Consultant; Release. The acceptance by the Consultant of any payment for services under this Agreement will, in each instance, operate as, and be a release to the County from, all claim and liability to the Consultant for work performed or furnished for or relating to the service for which payment was accepted, unless the Consultant within five (5) days of its receipt of a payment, advises the County in writing of a specific claim it contends is not released by that payment.

ARTICLE 41. **NON-APPROPRIATION**

This Agreement states the total obligation of the County to the Consultant for the calendar year of execution. Notwithstanding anything contained in this Agreement, the obligation of the County to make payments provided under this Agreement shall be subject to annual appropriations of funds thereof by the governing body of the County and such obligation shall not constitute a pledge of the full faith and credit of the County within the meaning of any constitutional debt limitation. The Director of Finance shall deliver written notice to the Consultant in the event the County does not intend to budget funds for the succeeding Contract year.

Notwithstanding anything contained in this Agreement, if sufficient funds have not been appropriated to support continuation of this Agreement for an additional calendar year or an additional term of the Agreement, this Agreement shall terminate absolutely and without further obligation on the part of the County at the close of the calendar year of its execution and at the close of each succeeding calendar year of which it may be renewed, unless a shorter termination period is provided or the County suspends performance pending the appropriation of funds.

ARTICLE 42. **WAGE CLAUSE**

Consultant shall agree that in the performance of this Agreement the Consultant will comply with all lawful agreements, if any, which the Consultant had made with any association, union, or other entity, with respect to wages, salaries, and working conditions, so as not to cause inconvenience, picketing, or work stoppage.

IN WITNESS THEREOF, the Parties hereto have caused this Contract to be executed by their duly authorized representatives as attested and witnessed and their corporate seals to be hereunto affixed as of the day and year date first above written.

OWNER:

FULTON COUNTY, GEORGIA

CONSULTANT:

**[Insert Consultant Company
Name & Title]**

Karen Handel, Commission Chair
Board of Commissioners

ATTEST:

ATTEST:

Mark Massey
Clerk to the Commission (Seal)

Secretary/
Assistant Secretary

(Affix Corporate Seal)

APPROVED AS TO FORM:

Office of the County Attorney

APPROVED AS TO CONTENT:

**[Insert User Department Head]
[Name and Title]**

ADDENDA

Instructions for Users: Acknowledgement(s) of any addenda should be inserted behind this cover sheet.

EXHIBIT A

GENERAL CONDITIONS

Instructions for Users: Insert any General Conditions that were in the solicitation document behind this cover sheet.

Example: “Fulton County Purchasing Department Request For Proposal (RFP) General Requirements”.

EXHIBIT B

SPECIAL CONDITIONS

Instructions for Users: Insert any Special Conditions that were in the solicitation document behind this cover sheet. If no Special Conditions were required, on a separate page behind this cover page please use the following language:

No Special Conditions were required for this Project

EXHIBIT C

SCOPE OF WORK

Instructions for Users: Insert the detailed Scope of Work to be provided by the Consultant behind this cover sheet.

EXHIBIT D

PROJECT DELIVERABLES

Instructions for Users: Insert any Project Deliverables to be provided by the Consultant behind this cover sheet.

EXHIBIT E

COMPENSATION

Instructions for Users: Insert the detailed Compensation to Consultant (payment to consultant providing service) behind this cover sheet.

EXHIBIT F

OFFICE OF CONTRACT COMPLIANCE FORMS

Instructions for Users: Insert the Contract Compliance forms submitted by the Consultant. Please contact Contract Compliance to insure you have the correct forms. Insert forms behind this cover sheet.

EXHIBIT G

INSURANCE AND RISK MANAGEMENT FORMS

Instructions for Users: Insert the following information behind this cover sheet.

1. Insurance and Risk Management Provisions from Solicitation Document

The following information should be inserted after you have received submittals from the Consultant:

2. Certificate of Insurance
3. Payment Bonds (if applicable)
4. Performance Bonds (if applicable)

SECTION 9 EXHIBITS

Insert any exhibits after this page. Examples of exhibits are:

- ***Description of an item***
- ***Graph(s)***
- ***Diagram(s)***
- ***Organizational Chart***
- ***Drawings***

The following submittals shall be completed and submitted with each proposal (see table below "Required Bid Submittal Check List."). Please check to make sure that the required submittals are in the envelope before it is sealed. Failure to submit all required submittals may deem your proposal non-responsive.

Submit one (1) Original proposal and ____ () **complete** copies of the Original Proposal including all required documents.

Item #	Required Bid Submittal Check List	Check (√)
1	One (1) Proposal marked " Original ", ____ () copies	
2	Technical Proposal	
3	Cost Proposal (submitted in a separate sealed envelope)	
4	Acknowledgement of each Addendum	
5	Technical Evaluation Factors Executive Summary Qualifications of Key Personnel Relevant Project Experience Financial Information (1) Annual Report and financial statement for last 3 yrs, income statements, balance sheets, change in financial position. (2) Latest quarterly financial report, description of material, change in financial position since last the last annual report. (3) Most recent Dun & Bradstreet and/or Value Line Reports. (4) Documentation and discussion of the financial condition and capability of the Proposer(s). (5) Statement regarding Proposer's team filing for bankruptcy, insolvency, reorganization, receivership, moratorium, or assignment of benefits of creditors. Availability of Key Personnel Location of Firm	
6	Purchasing Forms Form A - Certificate Regarding Debarment Form B - Non-Collusion Affidavit of Bidder/Offeror Form C - Certificate of Acceptance of RFP Requirements Form D - Disclosure Form & Questionnaire	
7	Office of Contract Compliance Requirements Exhibit A - Promise of Non-Discrimination Exhibit B - Employment Record Exhibit C - Schedule of Intended Subcontractor Utilization Exhibit D - Letter of Intent to Perform as Subcontractor Exhibit E - Declaration Regarding Subcontractor Practices Exhibit F - Joint Venture Disclosure Affidavit Exhibit G - Prime Contractor/Subcontractor Utilization Report Equal Business Opportunity Plan (EBO Plan)	
8	Risk Management Insurance Provisions Form	

9	<u>Any additional requirements that the User Department would like to include should be added to this check list.</u>	
10		
11		
12		
13		
14		
15		

**COST PROPOSAL FORM
FOR
FACILITY MAINTENANCE SERVICES**

The Proposer shall include all cost for comprehensive operation and maintenance for the Justice Center and Medical Examiner's Building.

No	Description of cost	2007	Option Years			
			Year 1 2007	Year 2 2008	Year 3 2009	Year 4 2010
1	Monthly cost of operation and maintenance of Judge Romae T Powell Juvenile Justice Center as per the scope of work in this document. (This fee is a prorated portion of the proposed contract cost for the year)	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
2	Monthly cost of operation and maintenance of Mechanicsville Library as per the scope of work in this document. (This fee is a prorated portion of the proposed contract cost for the year)	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
3	Monthly cost of operation and maintenance of Medical Examiner's Office as per the scope of work in this document. (This fee is a prorated portion of the proposed contract cost for the year)	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
4	Total yearly contract cost proposed for comprehensive operation and maintenance services for all buildings and grounds in Attachment -1 as per the scope of work in this document for the year – January through December	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

LABOR	NORMAL HOURS		AFTER HOURS							
	2007		2008		2009		2010		2010	
Cost of labor for requisitioned services List all crafts below	Normal Hrs	Overtime	Normal Hrs	Overtime	Normal Hrs	Overtime	Normal Hrs	Overtime	Normal Hrs	Overtime
(1) _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
(2) _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
(3) _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
(4) _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
(5) _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
(6) _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
(7) _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
(8) _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
(9) _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
(10) _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

SECTION 10 APPENDICES

Insert any appendices after this page. Examples of appendices are:

- ***Service Contract***
- ***Maintenance Contract***
- ***Policies***
- ***Procedures***

APPENDIX 1

Details of Facilities

Medical Examiner Building

1	Type of Construction	All blocks: Cast reinforced concrete post and beam, flat slab with brick veneer exterior wall. Admin Building: Same with steel wall framing, exterior brick veneer Scientific Building: Same with concrete masonry unit exterior walls. Part of the floor is Vinyl Sheet and is being replaced with ceramic tiles/Epoxy compound (Stoneware)
2	Roof	Modified Bitumen with small areas (canopy) of metal roofing
3	Use	The facility houses a laboratory where autopsies are conducted, a decomposed body room for keeping and conducting autopsy on bodies in advanced stages of decomposition and an administrative office.
4	Total Floor area	33000 Sq.Ft
5	Number of floors	The building has three separate blocks. Administrative block has two floors. Scientific block and Decomposition block has one floor each.
6	Air Conditioning	Centrally cooled and heated. Chillers with air cooled condenser and hot water boiler
7	Building Automation System	Automatic Logic Control
8	Fire Alarm	Stand alone 'Silent Knight' system
9	Fire Control	Water based automatic sprinkler system connected to city water mains
10	Year of construction	1999
11	Year occupied	2000
12	Handicap Access	Yes
13	Emergency Generator	Two emergency generators, each of 750 kW capacity
14	Elevators	One hydraulic elevator in the administration block
15	Electric Power	Supplied at 477 V, 3 Phase AC through transformer installed on site by utility company. Total connected load 548 kVA
16	Water	Supplied by City of Atlanta
17	Natural Gas	Connected.

Juvenile Court and Mechanicsville Library

1	Type of Construction	Cast reinforced concrete post and beam with post tensioning in floor joist system, steel partitions with exterior brick veneer
2	Roof	Modified Bitumen
3	Use	The facility consists of courtrooms and related chambers, office, service, temporary detention space and a neighborhood library. The facility has 4 floors and a basement.
4	Total Floor area	186795 Sq.Ft
5	Number of floors	The building has four floors and a basement
6	Air Conditioning	Centrally cooled using chillers (300 Tons) with water cooled condenser. PIUs for heating
7	Building Automation System	Alerton Technologies
8	Fire Alarm	Stand alone 'Notifier Alarm' 2020 system
9	Fire Control	Water based automatic sprinkler system connected to fire pumps.
10	Year of construction	2002
11	Year occupied	2003
12	Handicap Access	Yes
13	Emergency Generator	One emergency generator of 750 kW capacity
14	Elevators	Eight hydraulic elevators
15	Electric Power	Supplied at 477 V, 3 Phase AC through transformer installed on site by utility company.
16	Water	Supplied by City of Atlanta
17	Natural Gas	Connected.

Building Systems and Equipment List

No.	Description	Manufacturer	Model Number	Serial Number	Quantity
Medical Examiner Building					
1	Air Handling Unit	York	AP-150	CLGM02776C	1
2	Air Handling Unit	York	AP-215	CLGM02777C	1
3	Air Handling Unit	York	AP-150	CLGM02778C	1
4	Air Handling Unit (DESICANT)	Hunters	AM 30I	98LAM1502	1
5	Chiller	Carrier	30GT-090-610 KA	4698f84158	1
6	Roof Top Unit	York	CP-23DWDIAF30460	AMGM005904	1
7	Decomposed Refrigerator	Gloekler Refrigerator Co	F3AM-A 102		1
8	Decomposed Freezer	Kolpak	GM 595/2ADT 208		1
9	Body Scale	GSE Scale System	4509\		1
10	Elevator	OTIS	211M HYD	7229839	1
11	Generator	Cummins/Stamford	GTA 14G2	K980827129/11916543	1
12	Generator	Cummins/Stamford	-- / GTA 14 G2	K980827128/11912082	1
13	Exhaust Fan		SWB-12-10-CW-UB	98J21948	1
14	Exhaust Fan		SWB-13-15-CW-UB	98J21955	1
15	Exhaust Fan		SWB-13-15-CW-UB	98J21956	1
16	H/W Boiler	TELEDYNE	HH1430-IN09K-1ACJX	C98I03507	1
18	H/W Heater, 75 GAL	State Industries	SSX 75 NQRT970	A99451862	1
19	Sliding Doors	Stanley			1
20	Sliding Doors	Stanley		A313881	1
21	Sliding Doors	Jamison	MK IV B 31.0	33542001	1
22	Sliding Doors	Jamison	MK IV B 31.0	33542001	1
23	Sliding Doors	Jamison	MK IV B 31.0	33542012	1
24	Sliding Doors	Jamison	MK IV B 31.0	33542012	1

No.	Description	Manufacturer	Model Number	Serial Number	Quantity
25	Double Swing Door				1
26	Single Swing Door				1
27	Chilled Water Pump	Armstrong	Series 4030/3X2.5X8	Motor Model T 545 A	1
28	Chilled Water Pump	Armstrong	Series 4030/3X2.5X8	Motor Model: T 545 A	1
29	Hot Water Pump	Armstrong	Series 4030/3x2.5x8	Motor Model: T529 A	1

No.	Description	Manufacturer	Model Number	Serial Number	Quantity
Juvenile Court and Mechanicsville Library					
1	Cooling Towers	Marley	NC8303FL-2	CT-1N 221124-2 CT- C 221124-A1	1
2	Centrifugal Chillers - 200 Ton	McQuay	WSC063J/E2012/C1812	STNU 020100127 STNU 020100119	2
3	Scroll Chiller - 100 Ton	McQuay	WGZ100AW	STNU 20200072	1
4	Hydraulic Elevators	ThyssenKrupp	NA		8
5	Emergency Generator - 750kw	Caterpillar	DM0635-02	2174036AM	1
6	Automatic Transfer Switch	Asco	ATS-LS		1
7	Automatic Transfer Switch	Asco	ATS-C		1
8	Automatic Transfer Switch	Asco	ATS-E		1
9	Uninterrupted Power System	Best Power	FE 5.3 KVA	FE5-3K06961	1
10	Fan Coil Units	Environmental Technologies	4CW-S-17.50x40.000-6-10.0-1.00		2
11	Fan Coil Units	Environmental Technologies	4CW-S-15.00x34.000-4-8.0-.075		1
12	Fan Coil Units	Environmental Technologies	4CW-S-7.50x30.000-4-10.0-0.75		1
13	Fan Coil Units	Environmental Technologies	4CW-S-7.50x50.000-4-10.0-1.00		1
14	Fan Coil Units	Environmental Technologies	4CW-S-7.50x60.000-4-10.0-1.00		1
15	Air Handling Unit	Scott Springfield	HQ-500	002-01239-M1 002-01239-M2	2
16	Air Handling Unit	Scott Springfield	HQ-150		1
17	Variable Frequency Drives	Danfoss Graham	VLT6000H40		2
18	Exhaust Fans	Greenheck	GB-220-3		1
19	Exhaust Fans	Greenheck	GB-240-7		1
20	Exhaust Fans	Greenheck	GB-090-4		3
21	Exhaust Fans	Greenheck	BSQ-200-10		1
22	Exhaust Fans	Greenheck	TBI-FS-4H42-75		2
23	Exhaust Fans	Greenheck	CWB-098-4		1
24	Exhaust Fans	Greenheck	VAB-36F17-I-5		1
25	Exhaust Fans	Greenheck	BSQ-90-4		1

No.	Description	Manufacturer	Model Number	Serial Number	Quantity
26	Supply Fan	Greenheck	BSQ-120-4		1
27	Submersible 1-1/4" Pump	Weil	1409		5
28	Water Heaters	A.O. Smith	DEL-50-9KW		2
29	Water Heaters	A.O. Smith	DEL-50-12KW		1
30	Water Heaters	A.O. Smith	DRE-52-12		2
31	Water Heaters	A.O. Smith	DEL-10		1
32	Pump Motor	Marathon Electric	W541-10HP		2
33	Pump Motor	Marathon Electric	W527-5HP		1
34	Pump Motor	Marathon Electric	W567-30HP		2
35	Pump Motor	Marathon Electric	W553-20HP		2
36	Pump Motor	Marathon Electric	W539-10HP		1
37	Pumps	Taco, Inc.	1038		2
38	Pumps	Taco, Inc.	1229		3
39	Pumps	Taco, Inc.	1024		2
40	Pumps	Taco, Inc.	824		1
41	Chemical Treatment System-Cooling Tower Controller	Advantage Controls	A		1
42	Chemical Treatment System-Metering Pump	Chem-Tec	15		1
43	Chemical Treatment System-Outdoor Timer	Intermatic	HB71R		1
44	Hydraulic Slide Gate Operator	B&B	XL		4
45	Projection Screen	DaLite	120v - 8'x10'		3
46	Water Heaters	A.O. Smith	DRE-120-30		1
47	Water Heaters	A.O. Smith	DRE-120-36		1
48	Water Heaters	A.O. Smith	DRE-120-24		2
49	Heat Trace	Thermon	FLX		NA
50	Refrigerant Monitor	MSA	RT		1
51	Forced Air Wall Mounted	Markel Products Company	G3325TTDRP		1
52	Ceiling Mounted Electric Heater	Markel Products Company	G3483		3
53	Ceiling Mounted Electric Heater	Markel Products Company	GIG0513N		2
54	Variable Air Volume Units (VAV boxes)	Environmental Technologies	CFR-EH		94

No.	Description	Manufacturer	Model Number	Serial Number	Quantity
55	Variable Air Volume Units (VAV boxes)	Environmental Technologies	CFR		84
56	Electric Duct Heater	Markel Products Company	Custom Built		1
57	Direct Digital Control System	Alerton Technologies	Custom Built		1
58	Damper Actuator	Belimo	AF24		1
59	Damper Actuator	Belimo	AF24-SR		20
60	Damper Actuator	Belimo	NF24		2
61	Damper Actuator	Belimo	AF24-S		2
62	Actuator	Belimo	MP-9810		2
63	Actuator	Belimo	MP485		1
64	Actuator	Belimo	NVD24-3 US		6
65	Actuator	Belimo	GM24 US		3
66	Actuator	Valve Solutions	1010S		2
67	Actuator	Valve Solutions	1020S		2
68	Light Fixture	Atlantic	65142E2-6610CL		
69	Light Fixture	Atlantic	65132E2-6610CL		
70	Light Fixture	Atlantic	65126E2-6610CL		
71	Light Fixture	Atlantic	65132E2-6610CL-EM		
72	Light Fixture	Atlantic	7150MH02-150MH/7111CL		
73	Light Fixture	B-K Lighting	HP2-PH3035-TR-0-BLP-11-277V-AH		
74	Light Fixture	Daltor Lighting	S10-26-BLACK-277V		
75	Light Fixture	Exitronix	XEB30		
76	Light Fixture	Exitronix	402-WB/NC-WH		
77	Light Fixture	Exitronix	403-WB/NC-WH		
78	Light Fixture	Exitronix	700-WB/NC-WH		
79	Light Fixture	G Lighting	P-9117-F-LS-43X36-277V		
80	Light Fixture	G Lighting	P-9117-F-LS-29x36-277V (Dual Action)		
81	Light Fixture	G Lighting	SK-P7876-213-EXT-MOD W. DECO RING		
82	Light Fixture	Hubbell	RS2GNA03B4E-1A-3G (lamped)		
83	Light Fixture	Hubbell	RS2GNA03B4E-1C-3G		

No.	Description	Manufacturer	Model Number	Serial Number	Quantity
			(lamped)		
84	Light Fixture	Hubbell	RS3GNA03B8E-1C-3G (lamped)		
85	Light Fixture	Hubbell	RA7GNA03B4E-1A-3G (lamped)		
86	Light Fixture	Hubbell	RA7GNA03B4E-1C-3G (lamped)		
87	Light Fixture	Hubbell	ICO42RPA10B4		
88	Light Fixture	Hubbell	ICWG Wireguard		
89	Light Fixture	Hubbell	ICCH Chain Set		
90	Light Fixture	Hubbell	S125B277		
91	Light Fixture	Hubbell	ICWG Wireguard		
92	Light Fixture	Hubbell	EWL042RSPDRL4		
93	Light Fixture	Hubbell	ICO42RPA10B4		
94	Light Fixture	Hubbell	ICWG Wireguard		
95	Light Fixture	Hubbell	ICCH Chain Set		
96	Light Fixture	Hubbell	WVX-301 & VCG-30 & VCGP-200		
97	Light Fixture	Hubbell	RD3GSZAFB4E-1A-3G (lamped)		
98	Light Fixture	Hubbell	RC2GSZAAB4E-1A-3G (lamped)		
99	Light Fixture	Hubbell	RC2GSZAAB4E-1C-3G (lamped)		
100	Light Fixture	Hubbell	RA2GSZACB4E-1A-3G (lamped)		
101	Light Fixture	Hubbell	RD3GSZACB4E-1A-3G (lamped)		

No.	Description	Manufacturer	Model Number	Serial Number	Quantity
102	Light Fixture	Hubbell	A696WI02R240DB4W		
103	Light Fixture	Hubbell	A648WI02R140DB4W		
104	Light Fixture	Hubbell	MHS-Y175H-468-1 (Yoke) - MHS4-GS		
105	Light Fixture	Hubbell	MHS-Y250H-468-1 (Yoke) - MHS4-GS		
106	Light Fixture	Hubbell	F-050H1-1031-3		
107	Light Fixture	Hubbell/Devine	GFP80-150HPS-277V		
108	Light Fixture	Hubbell/Devine	GFP80-150HPS-277V- EMQ		
109	Light Fixture	Insight	SR923-SA-2-W		
110	Light Fixture	Insight	WT-923-WBR-2-TBL		
111	Light Fixture	Insight	WT923-WBR-2-TBL-QL		
112	Light Fixture	Insight	(2) WT921-ST-2-TBL- WVS (back to back)		
113	Light Fixture	Kurtzon	VL-B-1-80-2/OCT-277V- ELEC (8FT)		
114	Light Fixture	Kurtzon	EL-S-1-2X4-4/OCT-277V		
115	Light Fixture	LC Doane	USB4B3XCW-277EL- 15/30-TPKW		
116	Light Fixture	LC Doane	USB4B3XSR-277EL- 15/30-TPKW		
117	Light Fixture	LC Doane	CRF323-DCW-277EL- 15/30-TPW		
118	Light Fixture	LC Doane	SWD1432-DCW-277EL- 16/00-TPW		
119	Light Fixture	LC Doane	SS323-DCW-277EL- 15/30-TPKW		
120	Light Fixture	Legion	42-332-EB0-2X4-K19A- 277V		
121	Light Fixture	Legion	WH1265-232ACW-277V		
122	Light Fixture	Light Control	CCAI25-14-T5HO- LP/ELB-CWM-277V (4FT)		

No.	Description	Manufacturer	Model Number	Serial Number	Quantity
123	Light Fixture	Lumax	UC132E04-SA (277V)		
124	Light Fixture	Quality	OLV-12-F-MH70-277V-STD COLOR		
125	Light Fixture	Strand Lighting	SL19-#11639-COLOR-CDM-SA/T-150W/942		
126	Light Fixture	Winona	P1-LS448FT55-277V-LCVB-RA-X-STD		
127	Light Fixture	Winona	Mentor #3705		
128	Light Fixture	Gardco	942-C-213TF-LV-277-NP		
129	Occupancy Sensors	Sensor Switch, Inc.	WSD-PDT-W		
130	Occupancy Sensors	Sensor Switch, Inc.	CM-9-LT		
131	Occupancy Sensors	Sensor Switch, Inc.	CM-PDT-LT		
132	Occupancy Sensors	Sensor Switch, Inc.	WV-PDT-LT		
133	Occupancy Sensors	Sensor Switch, Inc.	WV-16-LT		
134	Occupancy Sensors - Power Pack	Sensor Switch, Inc.	PP-20		
135	Fire Alarm System	Notifier Fire Systems	Various		NA
136	Courtroom Sound System	Custom Built	Various		NA
137	Electronic Control System	Easter-Owens Electric	Custom Built		NA
138	Intercom/Paging System	Rauland	Custom Built		NA
139	Access Control System-Proximity Readers	Info graphics, Inc.	Custom Built		NA
140	CCTV	Philips	Custom Built		NA
141	Fire Pump	Aurora	5-481-15Fire Pump481BF	02-414591	1
142	Pump Motor	US Electrical Motor	AD03	E01-AD03-M	1
143	Electric Fire Pump Controller	Firetrol Inc	FTA130-AE75B		1
144	Fire Pump Transformer Switch	Firetrol Inc.	FTA900-BL100B		1
145	Refrigerator	General Electric Co.	GTS18KCPARBB		7
146	Refrigerator	Sanyo	SR3620K		9
147	Digital Video Disc Player	RCA	RC5225P		3
148	32" Diagonal Stereo TV	RCA	F32649		1
149	20" Diagonal Flat Screen TV	RCA	F20TF10		11
150	27" Diagonal Stereo TV	RCA	F25442		3
151	38" Diagonal High Definition TV	RCA	F38310		1
152	4 Head Hi-Fi Stereo VCR	RCA	VR708HF		3
153	Water Coolers	HAWS	H1011.8		12
154	Ice Machines	Kenmore	89489 w/ pump 1901	EP2620700	2

No.	Description	Manufacturer	Model Number	Serial Number	Quantity
				EP2620701	
155	Fire Extinguisher	Amerex	B4561016		40
156	Refrigerated Cold Well	APW Wyott			
157	Hot Food Well	APW Wyott			
158	Convection Oven	Blodgett			
159	Convection Steamer	Cleveland			
160	Table Top Electric Skillets	Cleveland			
161	Cool Zone Electric Fryer	Frymaster			
162	Gas Range, Fryer & Broiler	Garland			
163	Kitchen Ventilation System	Grease Master			
164	Dishwasher	Hobart			
165	Slicer	Hobart	2612	581-166-186	
166	Mixer	Hobart			
167	Upright Deli Case	Husmann			
168	Walk-in Cooler & Freezers	Kolpak			
169	Ice Machine	Manitowoc	S570	020720390	
170	Mini Conveyor Toaster	Merco Savory			
171	Food Processor	Robot Coupe			
172	Ice & Beverage System Carbonwater	Servend			
173	Refrigeration Reach In & Roll In	Traulsen & Co. Inc.			
174	Pizza Prep Table Model Refrigeration	Traulsen & Co. Inc.			
175	Gas Griddle	Vulcan			
176	Gas Range	Vulcan			
177	Microwave Oven	Whirlpool	MT4110SKB		1

CODES AND STANDARDS:

4.1 All Preventive Maintenance Practices including, but not limited to Examinations, cleaning, painting lubrication, adjusting, parts replacement, repairs and testing on all parts of the vertical transportation equipment, performed under this Specification shall comply with all applicable requirements of the Latest Editions of the following Codes and Standards, including all revisions and authorized changes.

1. **ANSI/NFPA 70** National Electrical Code
2. **ADAAG** Americans with Disabilities Act Accessibility Guidelines for Buildings and Facilities
3. **ANSI A117.1** Specifications for Making Building and Facilities Accessible to and Usable by Physically Challenged People
4. **UFAS** Uniform Federal Accessibility Standards
5. **NFPA 101** Life Safety Code
6. **SBC** Southern Building Code

Where Codes and Standards conflict, the stringent requirement(s) shall supersede.

Standards of Operations

<u>Applicable Publication</u>	<u>Sections</u>	<u>Title</u>	<u>Date</u>	<u>Portion</u>
NSI-ASME	A17.1 A17.2 A17.3 QEI	American National Standards Institute Safety Code For Elevators & Escalators	Current	All
ANSI-ASME	A17-4	Evacuation of passengers from stalled elevators	Current	All
ASME		Boiler Pressure Codes	Current	Section VIII
EPA	Title 40 CFR 61 Part M	National Emission Standards for hazardous air	Current	All
Title 40 CFR	Part 260-268	EPA Hazardous waste management	Current	All
ANSI Z - 88.2	Title 29 CFR Parts 1900- 1910	For Respiratory protection	Current	All
		OSHA Genl. Industry	Current	All
Title 29 CFR	Parts 1910.1030	Blood borne Pathogens	Current	All
Title 40 CFR	Emissions Part 80 Sub part F	Recycling solutions	Current	All
Title 40 CFR	Part 761	EPA – PCB's in Electrical Transformers	Current	All
40 CFR Part 82		Subpart F	Current	All
NFPA 10		Portable Fire Extinguishers	Current	All
NFPA 17		Dry chemical Extinguishing Systems	Current	All
NFPA 17A		Wet Chemical Extinguishing Systems	Current	All
NFPA 25		Inspection Testing, and Maintenance of water Based Fire Protection Systems	Current	All
NFPA 72		National Fire Alarm Code	Current	All

<u>Applicable Publication</u>	<u>Sections</u>	<u>Title</u>	<u>Date</u>	<u>Portion</u>
NFPA 80		Fire Doors and Fire Windows	Current	All
NFPA 92A		Smoke Control Systems	Current	All
NFPA 96		Ventilation Control and Fire Protection of Commercial Cooking Operations	Current	All
NFPA 101		Life Safety Code	Current	All
NFPA 110		Standard for Emergency and Standby Power Systems	Current	All
NFPA 2001		Clean Agent Systems	Current	All